

RECORDED



DECLARATION OF ESTABLISHMENT OF  
CONDITIONS, RESERVATIONS AND RESTRICTIONS  
AND MUTUAL AND RECIPROCAL COVENANTS AND LIENS  
RUNNING WITH THE LAND

This declaration is made this 20th day of August, 1995 ,  
by MOGOLLON AIRPARK PROPERTIES II, an Arizona Limited Partnership,  
hereinafter called Declarant, as present owner of the second  
beneficial interest in TRANSAMERICA TITLE INSURANCE COMPANY as  
Trustee under Trust No. 84-616, being properly authorized so to act  
by the terms of the trust and TRANSAMERICA TITLE INSURANCE COMPANY  
as Trustee thereunder, hereinafter called Trustee, solely as bare  
legal title held 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 following real property for the purpose as hereinafter set  
forth: Lots 214 through 265, inclusive, and Tracts B, N, O, P, Q,  
R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ,  
KK, LL, MM, NN, OO, PP, QQ, and RR, MOGOLLON AIRPARK UNIT VI,  
recorded in Book 16 of Plats, page 12, records of Navajo County,  
Arizona.

The Declarant hereby declares that it has established, and  
does hereby establish, a general plan for the improvement and  
development of the property shown on said plat and does hereby

establish the provisions, conditions, restrictions and covenants upon which and subject to which all lots and portions of said lots shall be improved or sold and conveyed by the said TRANSAMERICA TITLE INSURANCE COMPANY as Trustee, as owner thereof; each and every one of said provisions, conditions, restrictions and covenants is and are for the mutual and reciprocal benefit of each owner of land in said subdivision, or any interest therein, and is a factor in the determination of the value and sales price of said land, and shall inure to and pass with each and every parcel of said subdivision, and shall bind the respective successors in interest of the present owner thereof and any and all other persons who may become owners or interested in said land, said provisions, conditions, restrictions and covenants are and each thereof is imposed upon the said lots, all of which are to be construed as real covenants and liens running with the title to said lots and with each and every parcel thereof, to-wit:

LAND USE

1. Said lots are hereby restricted to single-family dwellings for residential use only. No business activities of any kind whatsoever shall be conducted upon any of said lots or improvements located thereon.

2. All buildings or structures erected on said lots shall be of new construction and no used building or structure shall be moved from other locations onto said premises. No more than one single-family structure may be erected on any individual lot, provided, however, a separate guest quarter may be constructed without cooking facilities on lots which are 30,000 square feet and

above. For the purposes of this provision, a guest house may be constructed as part of an aircraft storage hangar on the lot or on Tracts N through Z and AA through OO, inclusive. Every residential structure shall have an area devoted to living purposes, exclusive of porches, terraces, garages, and guest quarters of not less than 1,200 square feet. Tracts N through OO shall initially be sold by the developer to lot owners at Mogollon Airpark. Any subsequent resale of any of these tracts shall only be to owners of lots within Mogollon Airpark and who are members of the Mogollon Airpark Homeowner's Association.

The owners of Tracts P through AA shall have that portion of Tract B located adjacent to these tracts reserved for their exclusive use only. The parking of aircraft in this area of Tract B shall be reserved for these Tract owners and their guests. However, the parking of aircraft in these areas shall not limit or interfere with aircraft using the taxiway or the ingress and egress of aircraft to lots 246, 247, 252, 253, 254, and 255. The owners of Tracts OO and NN shall have a 60' wide portion of the Tract B tiedown area adjacent to these tracts reserved exclusively for the ingress and egress of aircraft to these tracts. In order to provide wingtip clearance for taxiing aircraft, a taxiway easement is hereby established along the northern portion of Tract P. The hangar or tiedown area to be constructed on this tract shall be situated such that it begins 15' from the property line between lots P and Q. For a structure 46' in width as specified in another portion of this document, this would result in the north side of

the hangar being approximately 60' from the property line between lots P and Q.

3. All plumbing, including but not limited to toilets, bathing facilities, and kitchen facilities, shall be of the modern inside type.

4. SETBACK REQUIREMENTS. No structure shall be erected on any lot within 20 feet of the front or rear line of said lot or within 15 feet of either side line of said lot; except that for all hangar tracts contained in this unit, the setback shall be a minimum of 5-feet on all sides except if a property line is common with a public right-of-way or a residential lot. In such case, the minimum setback will be 10-feet from that property line. However, specifically in the case of lot 253, the setback shall be 10' from the property lines of adjacent lots 252 and 254 in order to provide sufficient building space for a hangar on lot 253 in the narrow portion off the lot just off the taxiway. The setback requirements herein provided may be amended or modified by the Mogollon Airpark Association, a non-profit association hereinafter defined and described and referred to herein as the "Association", upon written application by any owner, if the Association is of the opinion that the setback requirements would work an undue hardship, or where a variation thereof would be in the best interest of the lot owners and subdivision as a whole, without prior consent or approval of the other lot owners. Should a variance be required, it must be obtained through the Navajo County Planning Department by Board of Adjustment action.

5. ARCHITECTURAL CONTROL. No building, fence, wall or antenna or other structure shall be commenced, erected, maintained or remodeled until the plans and specifications showing the nature, kind, shape, color, height, material, floor plans, location and approximate cost of such a structure shall have been submitted to and approved by the Association (and in certain instances to the Navajo County Planning Department) and a copy thereof, as finally approved, lodged permanently with said Association. The following are specific requirements for the materials to be used in the structures: Laminated wood siding and "pressed board", "pressed wood", "pressed paper" or other similar siding is prohibited. A natural solid wood siding shall be required for the structures. Redwood, pine, fir, or cedar shiplap or tongue-and-groove solid wood siding or logs or log siding are specifically approved. Other types of natural solid wood siding materials must be specifically approved by the Association. Homes shall not be painted, but shall have natural stain, oil, or other protective coating which will enhance and not hide the natural texture and beauty of the wood. The roof material shall be cedar shake or imitation cedar shake which shall match in quality, color, appearance and durability to real cedar shake. The use of imitation cedar shake shall require the specific approval of the Association. Failure of said Association to reject in writing said plans and specifications within sixty days from the date the same are submitted shall constitute approval of said plans and specifications. Approval of plans and specifications shall not be unreasonably withheld, and

rejection of any plans or specifications must be based on reasonable judgment as to the effect that said construction changes and alterations will have on the subdivision as a whole. The Association shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic, or any other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations, including, but not limited to, painting of exterior surfaces of any building, fence, wall or other structure, shall be subject to the prior approval of the Association. Insofar as is practical, the architecture of any associated hanger, guest house, or other detached structure shall match that of the main house. Specifically, the siding and roofing materials shall generally be of the same type. The architectural design of those hangars on Tracts P through MM, inclusive, shall be as illustrated in Figure #1, and shall meet the following specifications:

a. Siding material shall be log siding similar to that contained on the "hex" hangar located on Parcel B, Mogollon Airpark.

b. Roofing material shall be imitation cedar shake, aged cedar in color, similar to that contained on the "hex" hangar located on Parcel B, Mogollon Airpark.

c. The location of windows and doors, with the exception of the main hangar door, shall be at the discretion of the hangar owner subject to approval by the Association. The main hangar door shall be oriented as illustrated in Figure #1 and shall face the taxiway serving that hangar tract. A metal sheeting, painted a medium to dark brown, may be used to cover the hangar bifold door.

e. The hangar shall be 46' wide and 36' deep as shown in Figure #1, and shall have a hangar door opening of 42' wide and 12' high.

Notwithstanding anything to the contrary above, the Declarant, Mogollon Airpark Properties II, does hereby exclusively reserve to itself until all of the lots in Mogollon Airpark Unit VI have been sold, to review and grant final approval for all plans and specifications that hereinabove require Association approval.

6. CORNER LOTS. In the event a lot is situated on the corner so that it abuts two streets or a street and a driveway, then the side facing the street shall still be considered the front; however, the elevation abutting the other street or driveway, as the case may be, shall also be considered a front only for architectural approval purposes when the Association considers the architectural treatment of the side of the structure facing the other street or driveway. In addition, that lot can only use the driveway as a method of ingress and egress to the lot and cannot

use another way from the street.

7. No horses, cattle, sheep, goats, pigs or other livestock or poultry may be kept, boarded or maintained on any of said lots or any part thereof.

8. All clotheslines, equipment, garbage cans, propane storage tanks, incinerators and service yard shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring parcels and streets. No metal fence shall be erected on any lot, except that a protective metal fence may be used to enclose a swimming pool or spa. However, such protective metal fence shall be of a design and color which will blend with the natural environment of the airpark. All rubbish, trash or garbage shall be removed from the premises and shall not be allowed to accumulate thereon.

9. No temporary house trailer, travel trailer, mobile type home, mobile home, or any temporary housing shall be placed or erected on any lot in said subdivision; provided however, during the period of actual construction of the home, a temporary trailer may be installed for a total period not to exceed six months. "Mobile home" as used in these restrictions shall be defined in the Arizona Revised Statutes, Sections 33-1409. Manufactured housing shall be permitted within the subdivision, but only if the architectural design of such housing is approved by the Association prior to construction on a lot.

10. No elevated tanks of any kind shall be erected, placed or permitted upon any of said lots. Any tanks for use in connection



with any residential construction on said property including tanks for the storage of gas or fuel oil, must be buried or walled in or kept screened by adequate planting to conceal it from the neighboring tracts, roads, and streets. It shall be the responsibility of the lot owners to cause a culvert to be installed on their lots prior to the ingress or egress of heavy trucks or construction equipment in order to prevent damage to the Navajo County road system serving Mogollon Airpark. Failure to comply with this provision shall make the lot owner liable for all necessary repairs to the roads caused by these heavy trucks or construction equipment. Vehicles and aircraft using the common area taxiways shall limit their speed to not more than 10 MPH. Construction traffic is prohibited on the common area runway, taxiways, and tiedown areas. The failure of a lot owner to prevent construction traffic associated with his lot from entering upon the common area runway, taxiways, and tiedown areas shall make that lot owner liable for any necessary repairs caused by construction traffic upon these areas. Lot owners shall specifically include a clause in their construction contracts prohibiting contractor equipment from entering upon the common areas runway, taxiways, and tiedown areas.

11. No lot or lots shall be subdivided except with the permission of the Association and the Navajo County Board of Supervisors. Any ownership of single holding by any person compromising parts of two adjoining lots or the whole of one lot and parts of one or more adjoining lots shall, for the purposes of

this Declaration of Conditions and Restrictions, be deemed to constitute a single lot.

12. In the event the owner of any lot shall fail to maintain the premises and the exterior of the improvements situated thereon in a manner reasonably satisfactory to the Association, or in the event the owner of any lot shall fail to keep a fire line cleared to the mineral soil around his lot, or permit litter and debris to accumulate on his lot, or fail to comply with any other reasonable fire preventive requirements, the Association, through its agents and employees, shall have the right to enter upon such premises and to repair, maintain, rehabilitate and restore the exterior of any improvements situated thereon and/or clean or clear any lot of litter and debris, or take any other steps necessary to meet reasonable fire preventive regulations; provided, however, that the Association shall first give written notice to the owner of said lot of its intention to make such repairs or of its intention to perform such cleaning, maintenance or rehabilitation work, affording the owner of said lot thirty days time in which to make said necessary repairs, maintenance or clearing work. If at the end of said thirty day period the work to be performed has not been done by the owner, then the Association shall have the right, as set forth herein, to make such repairs, rehabilitation, clearing or maintenance work. Nothing herein contained shall be construed to grant to the Association any right to enter into or inside of any building located on any lot without the consent of the owner thereof. Any costs incurred by the Association in enforcing and

carrying out of the performance of this paragraph shall be charged against the owner of said lot, and a lien may be created on said lot until the Association has been paid in full for all costs incurred, which lien may be foreclosed in the manner set forth in Paragraph 35 of this Declaration.

13. Within twelve months after the date of the initial purchase of any lot, the lot owner shall cause said lot to be raked to the mineral soil and the vegetation thereon thinned to comply with reasonable fire preventive requirements. In the event the owner of the lot shall fail to have said lot raked and thinned within the period, the Association through its agents and employees, shall have the right to enter upon such premises and perform said raking and thinning. In so doing, the Association shall follow the same procedures for notice to the owner and shall be reimbursed for costs incurred as set forth in Paragraph 34 of this Declaration, and a lien may be created on said lot until the Association has been paid in full for all costs incurred, which lien may be foreclosed in the manner set forth in Paragraph 34 of this Declaration.

14. Fireplaces, at the time of their construction or installation, shall have spark arresters installed.

15. No individual water system shall be permitted on any lot in said subdivision. A duly franchised water company and its agent, or an agent of the improvement district provided for herein, shall supply all necessary water to lot owners.

16. Although there is no requirement that a residence or other

improvement be constructed upon any lot, upon the commencement of the construction of any improvement, such construction of at least the exterior thereof shall be prosecuted with reasonable diligence to completion so that the aesthetics of the area are not disturbed by the appearance of an incomplete structure for an unreasonable period of time. For the purposes of this paragraph, a reasonable period of time to complete the construction of the exterior section of any structure shall be six months from the commencement of the construction of the exterior.

No signs, advertisements, billboards, "for sale or rent" signs or promotional signs of any kind shall be erected and/or exhibited in any manner on or above the property without prior written approval from the Association. The issuance of such approved "for sale" sign must be removed from any lot within thirty days after sale has been consummated. Promotional signs are defined as subdivision advertisement signs only. Notwithstanding anything to the contrary, the Declarant, Mogollon Airpark Properties II, shall have the right to install "for sale" signs and promotional signs on any unsold lots or upon the common areas.

17. Any exterior lighting caused or allowed to be erected on any lot by a lot buyer shall be shaded so as to not create a nuisance to any other lot owner or occupier thereof.

18. Easements for roadway slopes, drainage, sewers, water, cable television, electricity, telephone, and other utilities along, under, around, adjacent to, and across the lots which are subject to these restrictions are hereby granted, reserved and

established; such shall include the right to excavate for, place, cover, repair, and do everything necessary or desirable to maintain the same in a workmanlike manner and proper condition. This right shall be exercised in such a manner as to preserve the greatest amount of natural growth and vegetation and do the least amount of injury to the lots, consistent with the most feasible location of, and proper construction of any improvements to, said easements. The location of these easements and the construction of any improvements thereto shall be as shown on the subdivision plat. Any such easement shall be within fifteen feet of any lot line. Within these easement areas, no structure, plants, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement areas of each lot and parcel of land and all improvements in it shall be maintained continuously by the owner of said lot and parcel of land.

19. All injuries or rights to assert damage to lots arising out of the construction of roads to grades or elevations other than the grades or elevation of such lots, are hereby waived, provided said roads or sewers are constructed in accordance with good engineering practice.

20. During the time of construction of the easement improvements referred to in Paragraph 20, easements for the construction of same, for the movement and storage of equipment and materials, and for entry and access for inspection and other incidental purposes are hereby granted, reserved and established

in, over, under and upon each of said lots, in order to facilitate construction and completion of such improvements. This right shall be exercised in such manner as to preserve the natural growth and vegetation and do the least amount of injury to said lots, consistent with the economic construction of said improvements.

21. No trees or other native vegetation shall be cleared from any of said lots except to the extent that such clearing is necessary to allow construction of a residence, provide driveway access thereto, and to provide for reasonable fire protection or its removal if necessary as a safety precaution. All clearing and grading of lots must first have written approval of the Association.

22. A no-fee County Highway Department permit shall be required for all access to a County Highway and/or roadway accepted for maintenance by the County and for egress and ingress from subdivision lots and shall be obtained prior to any construction and/or installation of same. The permit will show the egress and ingress requirements and will include the specifications for driveway drainage culverts to subdivision lots, said culverts to be provided by owner and installed to county specifications and be installed by Navajo County Engineering Department. There shall be no ingress or egress from or to a county road or subdivision streets from subdivision lots until the proper culverts are installed to specifications. If ingress and/or egress control signs are required there will be a fee to cover their purchase and installation by the County Highway Department except for those as

outlined in ARTICLE IX of the SUBDIVISION REGULATIONS AND REQUIREMENTS as adopted by the County Board of Supervisors on April 5, 1971. The required permit(s) may be obtained from one of the County Highway Departments or the County Engineer's office and shall be posted in view at the construction site.

23. All construction on subdivision lots shall require a Navajo County Building permit and shall comply with all established requirements.

24. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing or occupying any lot or lots in said subdivision after the date on which this instrument has been recorded. These covenants, restrictions, reservations and conditions may be enforced by the owner of any parcel in said subdivision or any one or more of said individuals and corporation; provided, however, that any breach of said covenants, restrictions, reservations and conditions or any right of re-entry by reason thereof, shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but except as hereinafter provided, each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of

any such deed or trust or mortgage. All instruments of conveyance of any interest in all or any part of said subdivision shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as though the terms and conditions of this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

25. Unless otherwise provided herein, these covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of thirty years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten years, unless revoked or amended by an instrument in writing, executed and acknowledged by the owners of not less than three-fourths of the lots in said subdivision, which said instrument shall be recorded in the office of the County Recorder of Navajo County, Arizona, within ninety days prior to the expiration of the initial effective period hereof or any ten year extension.

26. Wherever the terms "owner" or "owners" are used herein, such terms shall include purchase or purchasers under an agreement for sale or contract to purchase, and beneficiary or beneficiaries of any trust owning or purchasing any parcel within said subdivision.

27. Invalidation of any one of these covenants, restrictions,



reservations or conditions, by judgment or court order, shall in no way affect the validity of the other provisions, and the same shall remain in full force and effect.

28. All restrictive covenants listed or contained herein are subject in all instances to compliance with the State of Arizona and the County of Navajo health ordinances, restrictions and regulations, zoning regulations or any other duly enacted laws or regulations.

29. Should it become necessary at any time that anyone authorized by this Declaration to enforce same, employ counsel to enforce any of the provisions, conditions, restrictions, or covenants herein contained, all costs incurred in the enforcement of such provisions conditions, restrictions or covenants herein contained including, but not limited to, a reasonable fee for counsel, shall be paid by the owner of a lot or lots who, through their breach, make it necessary for the Association to enforce such provisions, conditions, restrictions, or covenants herein contained. The Association shall have a lien upon such lot or lots to secure payment of such costs, which lien may be enforced in the manner specified in Paragraph 34 hereof.

30. None of the rights of the Association to enforce the covenants and restrictions contained herein shall be construed to be mandatory obligation or duty of the Association to enforce said covenants and restrictions.

31. The Association shall have the right to enter upon the land when a provision or provisions of this Declaration of

restrictions has been violated and remedy such breach and bring about the proper aesthetics and sanitary conditions as are contained herein without deeming such entrance as trespassing.

32. Each property owner agrees that by the acceptance of the contract of purchase or deed to any lot within said tract that he will become a member of the Mogollon Airpark Association ("Association") and each of the above described lots shall entitle the owner or owners thereof to one membership in the Association. The owner thereof shall be entitled to the rights and privileges of such membership and shall comply with the duly promulgated rules and regulations of the Association. Each of said lots shall be assessable by the Association as provided in the Bylaws thereof, and any such assessment shall constitute, from the date of such assessment, a lien on each such lot to secure the payment of the assessment. In the event that any such assessment shall not be paid on or before the due date thereof, the Association shall have the right to foreclose in the manner prescribed by Arizona law for the foreclosure of liens on real property other than mortgage liens. In the event of any action to foreclose such lien, the lien shall be deemed to secure, in addition to all assessments then due and unpaid, all costs and expenses (including reasonable attorney's fees) incurred in preparation for or in connection with such foreclosure, together with interest on the unpaid assessment or assessments from the due date thereof until paid. The primary purpose of the Association shall be for the administration of those restrictions set forth in this Declaration (including the

appointment of a committee to approve or disapprove proposed improvements as required by Paragraph 5 of this Declaration) not specifically committed to administration by another, to maintain and operate or contribute to the maintenance and operation of the improvements referred to in this Declaration which otherwise would be insufficiently maintained and operated, in the judgment of the Association. The execution of any agreement to purchase any of said lots or the acceptance of a deed to any such lot shall, without further affirmative act or accent by such purchaser or recipient, cause such recipient or purchaser and the lot so purchased or received, to be subject to the Bylaws of any promulgated rules and regulations of the Association and the provisions of the Declaration.

33. This agreement shall be construed under the laws of the State of Arizona.

34. Each party who acquires any interest in all or any part of the property described herein further agrees that upon such acquisition of any interest in all or part of the real property, said acquiring party shall look only to the other subscribed property owner or owners acquiring an interest in said property for any performance or relief deemed equitable or necessary for the enforcement of the covenants, conditions and restrictions contained herein.

TRACT B

Notwithstanding any of the restrictions and conditions above

set forth, Tract B shall not be subject to the same conditions, reservations and restrictions, but shall be governed by this paragraph and shall be declared as a common area under the maintenance, control, and custody of the Homeowners Association. Upon the sale of the last lot in Unit VI as shown on the final plat for this unit, all of Tract B contained within Mogollon Airpark and Mogollon Airpark Expansion shall be deeded by the developer to the Homeowners Association. In return, the Homeowners Association has agreed by resolution to be responsible for the maintenance, custody, and control of this area. In addition, the Association shall indemnify, defend and hold harmless Navajo County and all of its employees, agents, representatives and insureds (herein collectively referred to as "Indemnities") from any and all claims, demands, suits, actions, proceedings, losses, causes and damages of every kind and description, including but not limited to any attorneys' fees and/or costs and expenses, whether or not a lawsuit is filed which may be brought or made against or incurred by any indemnitee (a) arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, fault, mistake or negligence of the Association, its employees, agents, representatives, or subcontractors, in connection with or incident to the use, condition, operation of the taxiway system, runways, or aircraft operations, or (b) in connection with any valid claim made by any indemnitee against the Association or any lot owner for indemnity. The Association's obligation under this section shall extend to any liability caused by the sole or concurrent negligence

of an indemnitee (including both active and passive negligence). The Association shall maintain liability insurance with limits no less than \$10,000,000 for operations of Mogollon Airpark and shall name Navajo County as an additional insured in the policy. In addition, a 30 day Breach of Warranty in favor of Navajo County shall be made a provision of the insurance policy. In the event that this insurance is not maintained, in addition to all other remedies, Navajo County shall have the right to stop all aircraft ground operations at the three crossings of roadways/taxiways in Unit VI of Mogollon Airpark, including the right to install fences or barricades to prevent such aircraft movement across the public roadway easement in Unit VI.

The drainage report for Unit VI has considered the effect on drainage by the improvements planned for Tract B taxiways and tiedown areas. Additional development of Tract B involving increases in peak flows, volumes or redirection of flow should not result in conditions at existing drainage facilities that exceed design capacities.

The maintenance of signs and stripping in Tract B and on the approach roads to Tract B are the responsibility of the homeowners association. In addition, the maintenance of the non-standard (white on brown instead of white on green) street signs installed in Unit VI shall be a responsibility of the homeowners association.

The maintenance of the fence separating the northeastern portion of Unit VI from U.S. Forest Service land shall be the responsibility of the homeowners association.

TRACTS PP, QQ, AND RR

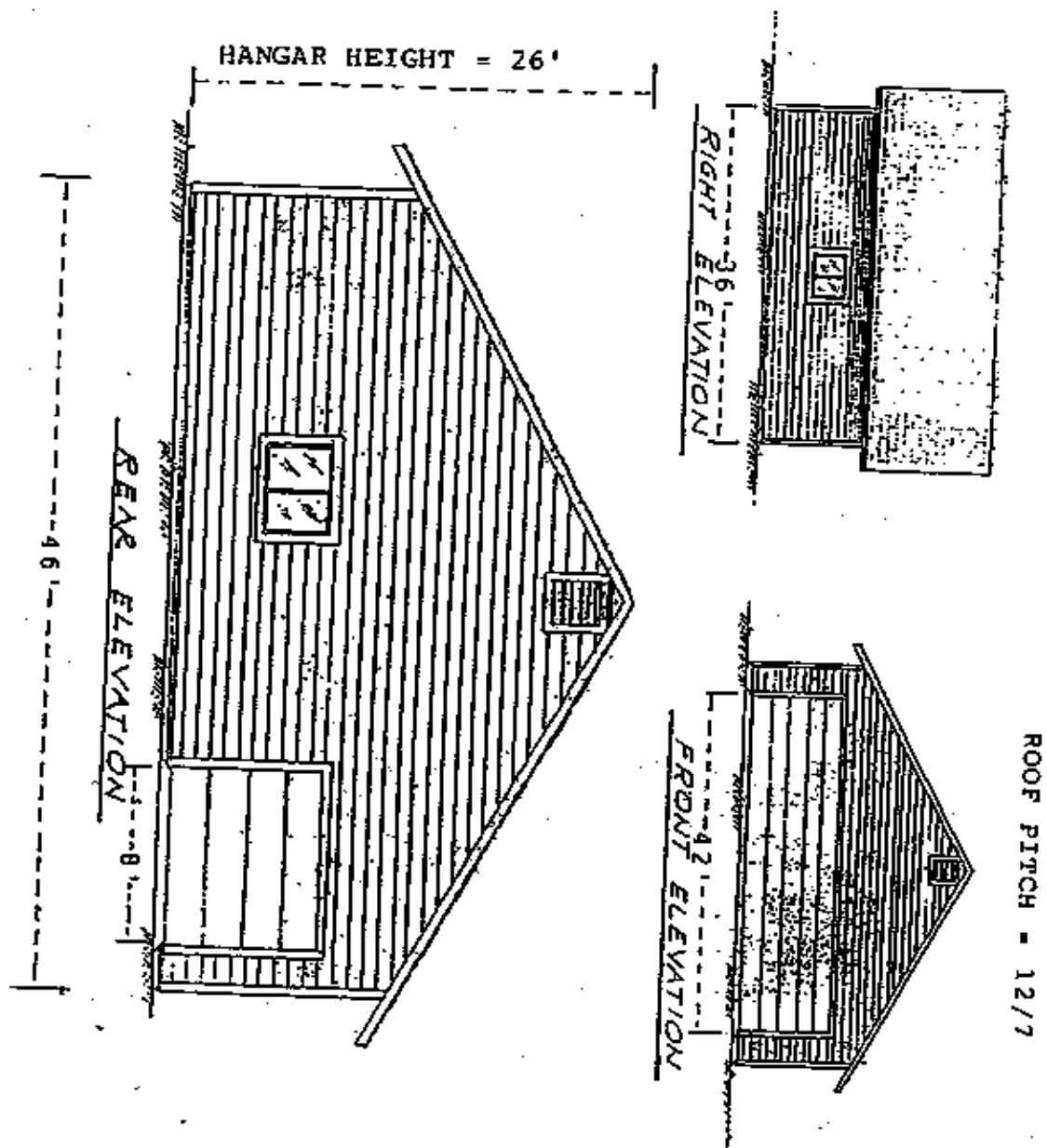
Tracts PP, QQ, and RR are hereby reserved as drainage areas for the subdivision. There shall be no construction of any type whatsoever within these tracts and the Homeowners Association shall ensure the areas remain free of trash or debris and are properly maintained aesthetically.



P.O. Box 454  
Tombigwa, AZ 85933  
(602) 535-5499

Licensed & Bonded

Res./Lic. 078150 Comm./Lic 092796



NAVAJO COUNTY, JAY TURLEY - COUNTY RECORDER BY: BILL PEARCE  
DATE: 09/29/1995 TIME: 09:25 PAGE 4: 0023 OF 0025 FEE #: 1995 15953

IN WITNESS WHEREOF, MOGOLLON AIRPARK PROPERTIES II, an Arizona Limited Partnership, has caused its name to be hereunto affixed this 20th day of August 1995.

MOGOLLON AIRPARK PROPERTIES II,  
an Arizona Limited Partnership

By B. R. Preece  
B. R. PREECE, General Partner,  
Trustee for the Emily and Bill  
Preece Family Trust

and  
Emily A. Preece  
Emily A. Preece, General Partner,  
Trustee for the Emily and Bill  
Preece Family Trust

RATIFIED AND APPROVED:

TRANSAMERICA TITLE INSURANCE COMPANY  
as Trustee solely as bare legal title held  
and not personally, under Trust 84-616

STATE OF ARIZONA )  
COUNTY OF NAVAJO )  
Maricopa

Before me on this 20th day of August, 1994, personally appeared B. R. PREECE and EMILY A. PREECE who acknowledged themselves to be General Partners of MOGOLLON AIRPARK PROPERTIES II, an Arizona Limited Partnership, and that they, as such General Partners, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



[Signature]  
Notary Public  
My Commission Expires Nov. 8, 1996

My Commission expires:



RATIFIED AND APPROVED:

TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation as  
Trustee under Trust 84-616, and not personally

by   
Lelia Sutherland, Asst Secy.

STATE OF ARIZONA     )  
                                  )  
COUNTY OF NAVAJO    )

This instrument was acknowledged before me this 20th day of August, 1995 by Lelia Sutherland who acknowledged herself to be an Assistant Secretary of the Transamerica Title Insurance Company and that she 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 herself as such officer.

My commission will expire: 6/4/96

  
(Notary Public