

WHEN RECORDED RETURN TO:

Westwood Ranches Phase VI Road
Maintenance Association, Inc.
c/o Diamond 7 Ranch, L.L.C.
3140 W. Ironwood
Chandler, AZ 85226

115841



CANDACE OWENS
COCONINO COUNTY RECORDER
OFFICIAL RECORDS OF
COCONINO COUNTY

INST: 97-15401 FEE:\$ 16.00
AT THE REQUEST OF:
FIRST AMERICAN TITLE
DATE: 06/05/1997 TIME: 04:14
DKT: 1991 PG: 476 PAGES: 012

ROAD EASEMENT MAINTENANCE OBLIGATION

WHEREAS, First American Title Insurance Company, as Trustee under Trust No. 7950 is the holder and Diamond 7 Ranch, L.L.C. ("Declarant") is the sole owner of the real property described in Exhibit "A" (Exhibit "A" Property) and known as Phase VI Westwood Ranches and in conjunction with Westwood Ranches Phase VI Owners Road Maintenance Association (an Arizona non-profit corporation, incorporated for the purpose of constructing, operating and maintaining roadways to provide the State of Arizona, its grantees and lessees and the general public the right of ingress and egress across State Trust land) is the holder of various easements (Exhibit "B" Property) over State of Arizona lands within and without Phase VI Westwood Ranches reflected on Exhibit "B", both attached hereto and made a part hereof (said Exhibit "A" Property and Exhibit "B" Property being collectively hereinafter referred to as the "Property"); and

WHEREAS, pursuant to an easement granted by Declarant as part of the Results of Survey recorded in Coconino County Records at Book 13, Pages 90 through 90M, there has been created an encumbrance against the Exhibit "A" Property and Sections 1 and the N $\frac{1}{2}$ of Section 12 in Township 23 North, Range 4 West (the Exhibit

"A" Property and these additional Sections being hereinafter referred to as the "Roadway Property") in the form of a sixty (60) foot right-of-way for roadway purposes along and through the Roadway Property as shown on Exhibit "C" attached hereto, and pursuant to the easements granted by the State of Arizona recorded at ^{Refer to document} ~~97-15400~~, there has been created an encumbrance against the Exhibit "B" Property in the form of a twenty (20) foot right-of-way for roadway purposes along and through the Exhibit "B" Property as shown on Exhibit "C" attached hereto; on and over which Roadway Property there is presently contemplated a twenty (20) foot wide road; and

WHEREAS, Declarant intends to apply for an easement from the State of Arizona over and through Township 24 North, Range 4 West, Section 36, in the form of a twenty (20) foot right-of-way for roadway purposes which when granted is to be part of the roadway system to be maintained under this Road Easement Maintenance Obligation; and

WHEREAS, Declarant desires to provide for a right-of-way maintenance obligation on the owners and future owners of any portion of the Exhibit "A" Property in order to assure that the right-of-ways will be forever maintained, unless or until the roads in the right-of-ways are assigned, dedicated and accepted for maintenance by the appropriate governmental authority having jurisdiction thereof upon the request of that governmental authority.

NOW, THEREFORE, on behalf of itself and the future owners of any portion of the Exhibit "A" Property, Declarant does hereby declare:

1. Effectuated Property. The owners of the Exhibit "A" Property shall have the obligation to maintain, reconstruct and repair the right-of-ways for roadway purposes over the Roadway Property as reflected in Exhibit "C", and any right-of-way which may be acquired over Section 36, Township 24 North, Range 4 West, said obligation to run with the land and remain an obligation of the owners of the Exhibit "A" Property until the roadways are assigned, dedicated and accepted for maintenance by the appropriate governmental agency having jurisdiction thereof upon request of said governmental agency.

2. Cost Sharing and Management. The cost of the maintenance and repair of the right-of-ways shall be shared pro rata by all owners of the Exhibit "A" Property based upon the number of parcels owned by each owner to the total number of parcels in the Association. In the event an Owner sells all or a part of his land to another, the Association shall be immediately notified of the new Owner and the acreage sold. Until such notice the old Owner shall be responsible for the assessments. The management and collection of the right-of-way maintenance and repair cost shall be managed by the Westwood Ranches Phase VI Owners Road Maintenance Association ("Association"), a non-profit corporation. The owners' association documents will provide that until eighty per cent (80%) of the Exhibit "A" Property is sold by the Declarant to

others, no action by the Association shall be taken without the express written consent of the Declarant.

3. Frequency. The Association shall maintain the right-of-ways by blading the roads as directed by the Board of Directors of the Association no less than once and no more than two (2) times per calendar year; provided, however, the Board of Directors of the Association in their sole discretion and by a two-thirds affirmative vote may elect to blade the roads more than two (2) times in any one particular calendar year. Any other maintenance shall be at the discretion of the owner who desires the same at such owner's expense.

4. Expansion of Easements Over State Lands. The Association agrees that upon the written request of Coconino County that it wishes the roadways to be assigned, dedicated and maintained by the county, it will file an amended or additional application with the State of Arizona to expand the granted easements up to an additional forty (40) feet, to provide for a sixty (60) foot roadway. When State Trust easements for this additional right-of-way are granted, the roadway shall be built to appropriate governmental agency specifications and the Association will adhere to all rules, regulations, ordinances, building codes and permitting processes as promulgated by local jurisdiction, county, state and federal agencies, including the Arizona Department of Transportation.

5. Roads Over State Trust Land. In regard to the roads over State Trust lands, the following conditions shall be adhered to by the Association:

- a) To conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values.
- b) Not to alter, cause ponding, or any damage upstream or downstream of any drainage crossing.
- c) That in the construction and maintenance of the roadway any native plants shall be avoided or transplanted on adjacent State Trust land; and any large or mature tree will be avoided.
- d) Prior to removing any commercial size Piñon-Juniper that needs to be removed for roadwork, the District Forester for the State Land Department shall be contacted at telephone number (520) 774-1425, or such other appropriate number.
- e) Any rubbish or debris from the road work shall be removed and disposed of at the Association's expense.
- f) At the request of the State Land Department, appropriate cattle guards shall be installed by the Association.

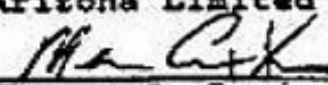
6. Annual Assessment. The initial annual assessment to each parcel for the Association expenses shall be \$ 120.00 to be paid in full at closing and before April 30 of each subsequent year. The annual assessment may be increased without membership approval, but such increase shall not exceed ten per cent (10%) per year. Any other increase shall require approval by majority vote of the members at the annual members meeting or a special meeting of members called for that purpose pursuant to the Bylaws of the Association. The annual assessment shall be a lien upon an owner's land, as well as a personal obligation. In the event an owner fails to timely pay his assessment, the Association may institute proceedings to recover a judgment against the Owner personally for the amount owed, plus all expenses, costs and reasonable attorneys' fees to bring the action and/or collect the amount due. Such an action shall not prevent the Association from foreclosing its lien pursuant to law.

Each owner by acceptance of their deed agrees to be bound by this road easement maintenance obligation pursuant to the terms hereof. This document shall be recorded with the Coconino County, Arizona recorder.

IN WITNESS WHEREOF, the undersigned has executed this document as of the day, month and year first-above written.

DIAMOND 7 RANCH, L.L.C., an
Arizona Limited Liability Company,

By:


Mervyn C. Davis, Secretary
Chino Valley Land & Cattle Co.,
Inc., an Arizona Corporation -
Manager

WESTWOOD RANCHES PHASE VI OWNERS
ROAD MAINTENANCE ASSOCIATION, an
Arizona Non-profit Corporation

By: *Merwyn C. Davis*
Its: SECRETARY

FIRST AMERICAN TITLE INSURANCE
COMPANY, a California corporation,
as Trustee under Trust No. 7950

By: *Robert A. Loh*
Its: Trust Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 29th day of May, 1998, before me, a Notary Public, personally appeared Merwyn C. Davis, who acknowledged himself to be the Secretary of Chino Valley Land & Cattle Co., Inc., Manager of Diamond 7 Ranch, L.L.C., an Arizona Limited Liability Company, and that he, as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

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

Michael C. Powell
Notary Public


My Commission Expires:
1-20-2000

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 29th day of May, 1996, before me, a Notary Public, personally appeared Merwyn Curt Davis, who acknowledged himself to be the Secretary of Westwood Ranches Phase VI Owners Road Maintenance Association, an Arizona Non-profit Corporation, and that he, as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

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

[Signature]
Notary Public



My Commission Expires:
1-20-2000

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 30 day of March, 1996, before me, a Notary Public, personally appeared Roderick Walker who acknowledged himself to be the Trust Officer of First American Title Insurance Company, a California corporation, as Trustee under Trust No. 7950, and that he, as such Trust Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Trust Officer.

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

[Signature]
Notary Public

My Commission Expires:  OFFICIAL SEAL
SHIRLEY FYKE
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Aug. 14, 1997

EXHIBIT "A"

ROAD EASEMENT MAINTENANCE OBLIGATION
PRIVATE LAND OF
WESTWOOD RANCHES PHASE VI

(Exhibit "A" Property)

State of Arizona, Coconino County, and known as:

Township 23 North, Range 3 West, Section 5

Township 24 North, Range 4 West, Section 25

Township 24 North, Range 3 West, Sections 3,
5, 9, 15, 17, 19, 21, 27, 29, 31 and 33Township 23 North, Range 4 West, North $\frac{1}{2}$ of
Section 12.

EXHIBIT " B "**Westwood Ranches Phase VI Road Easement Maintenance Obligation
Easements over State Land****Parcel 1**

Through the North Half of the North Half of GLO 4 Section 6, T23N. R3W. Coconino County being 1.24 acres and abutting the north line of said section

Parcel 2

Through the South 60 feet of the East 60 feet of the Southeast quarter of the Southeast quarter of the Southeast quarter in Section 4 , T24N.R3W. Coconino County

Parcel 3

Through the North 60 feet and the South 60 feet of the East 60 feet of the East one-half of the East one-half of the East one- half Section 8 ,T24N. R3W. Coconino County.

Parcel 4

Through the North 60 feet of the East 60 feet of the East 60 feet, and the South 60 feet of the East 60 feet of the East 60 feet, all in the East one-half of the East one-half of the East one-half of Section 16 ,T24N ,R3W, Coconino County.

Parcel 5

Through the North 60 feet of the West 60 feet of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 20, T 24 N , R 3 W , Coconino County.

Parcel 6

Through the Northwest quarter and the West one-half of the Northeast quarter of Section 28, T 24 N R 3 W Coconino County.

Parcel 7

Through the North 60 feet of the West 60 feet, and the South 60 feet of the West 60 feet all in Section 30, T 24 N, R 3 W, Coconino County.

Parcel 8

Through The South 60 feet of the West 1500 feet of the South-west Quarter, and mete' and bounds through the South one-half of Section 32 T 24 N , R 3 W Coconino County.

Parcel 9

Through the North 60 feet of the West 60 feet of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 36 , T 24 N ,R 4 W. Coconino County.

Parcel 10

Through 20 foot strip commencing in the Northeast Corner and proceeding Southwesterly to the southline of Section 14 lying in the Southwest quarter of the southwest quarter, all in Section 14, T 23 N R 4 W Coconino County.

Parcel 11

Through a 20 foot strip commencing on the North line of the Northeast quarter of the Southwest quarter of Section 12 and proceeding Southwesterly to the Southwest Corner of Section 12 T 23 N, R 4 W, Coconino County.

2092

1991-486



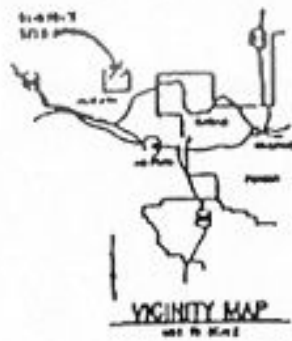
EXHIBIT 'C'

OF

WESTWOOD RANCHES PHASE VI

LOCATED IN TOWNSHIP 23 NORTH, RANGE 3 WEST,
TOWNSHIP 23 NORTH, RANGE 4 WEST, TOWNSHIP 24
NORTH, RANGE 3 WEST AND IN TOWNSHIP 24 NORTH,
RANGE 4 WEST.

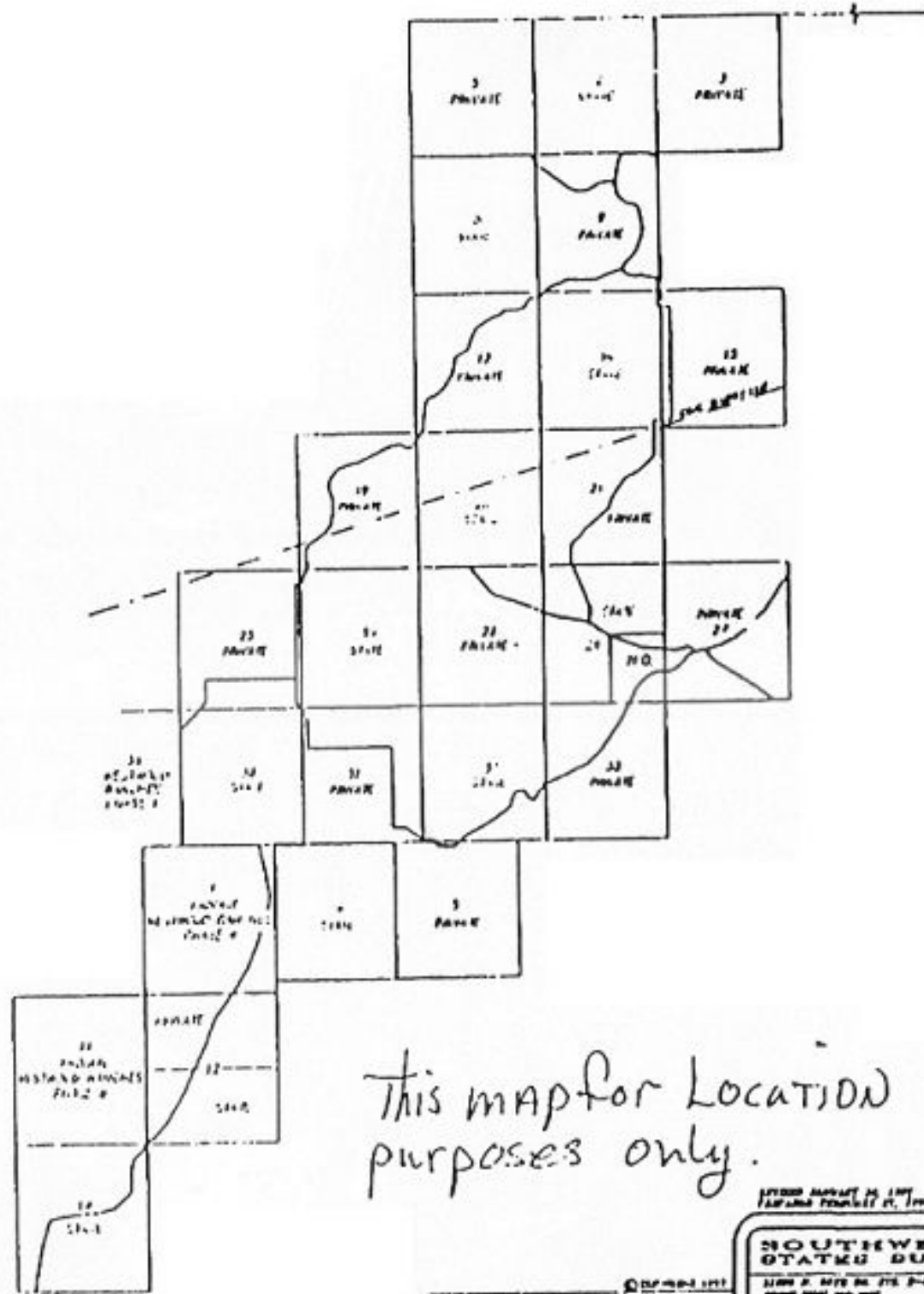
ROADWAY SYSTEM



VICINITY MAP
SEE PAGE 1

LEGEND

ROAD AS SHOWN



This map for location purposes only.

STANDARD MAPSHEET NO. 1007
 1:250,000 SCALE
**SOUTHWESTERN
 STATES SURVEYING**
 1100 N. 10TH ST. STE. 200 DENVER, CO. 80202
 TEL. 333-1111 FAX 333-1111
 1988

EXHIBIT - PHASE VI - WESTWOOD RANCHES