



NE-13-10N-13E
LAT. 34.213491 LONG. -110.964024
APN 303-29-028
NE-18-162
WA425044
JGF/PJF ✓

UTILITY EASEMENT

ADAM MARK FRAZIER aka ADAM M. FRAZIER, A Single Man (hereinafter called "Grantor"), is the owner of the following described real property located in Gila County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

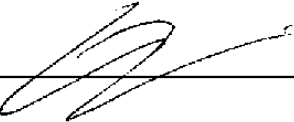
By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, **ADAM MARK FRAZIER aka ADAM M. FRAZIER**, A Single Man,
have caused this Utility Easement to be executed this 26th day of June, 2018.

ADAM MARK FRAZIER aka ADAM M. FRAZIER

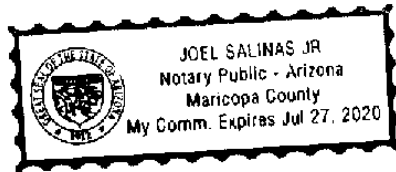
Signature 

STATE OF Arizona }
County of Maricopa } ss.

This instrument was acknowledged before me this 26th day of June,

2018 by **ADAM MARK FRAZIER aka ADAM M. FRAZIER**.
IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:



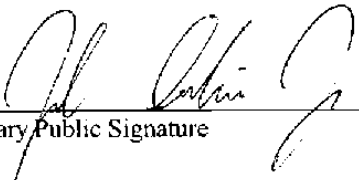

Notary Public Signature

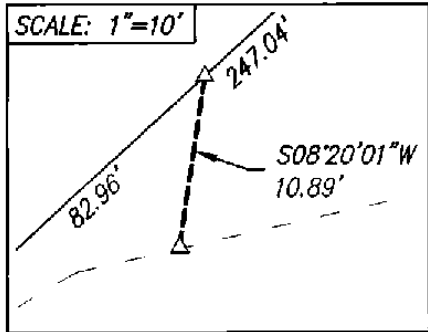
EXHIBIT "A"

**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
AS RECORDED IN INSTRUMENT 2016-012238 G.C.R.**

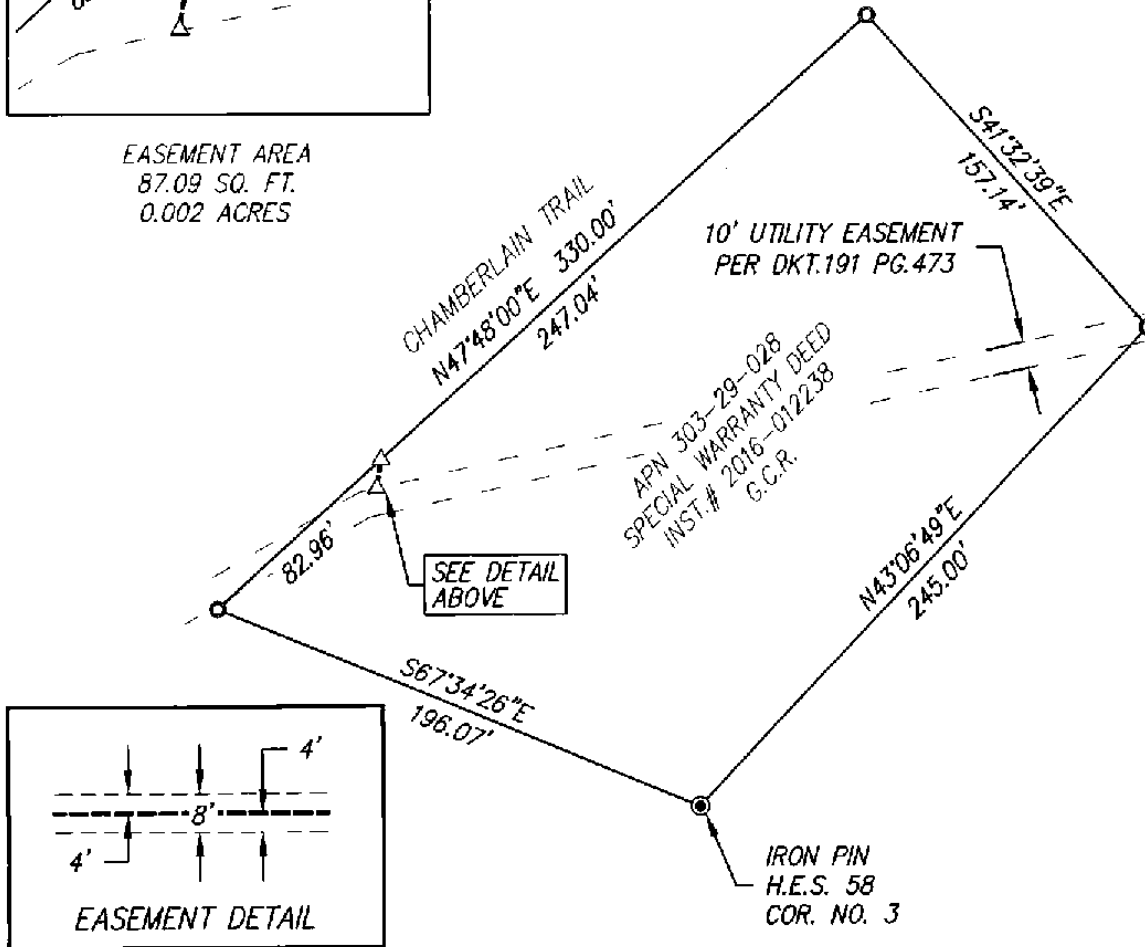
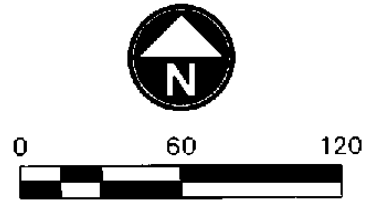
**LOT 28, of THE PRESERVE ON HAIGLER CREEK, according to Map No. 620, Records of Gila
County, Arizona**

EXHIBIT "B" ARIZONA PUBLIC SERVICE COMPANY

SKETCH SHOWING THE LOCATION AND
LIMITS OF UTILITY EASEMENT.



EASEMENT AREA
87.09 SQ. FT.
0.002 ACRES



LEGEND

- PARCEL CORNER
- △ ANGLE POINT CENTER LINE EASEMENT
- PARCEL BOUNDARY
- PROPOSED CENTER LINE OF EASEMENT
- - - - - EXISTING EASEMENT AS NOTED
- - - - - MATHEMATICAL TIE

Page 5 of 5



NE 1/4 SEC. 13 T 10N R 13E
SURVEY FERGUSON LAND SERVICES
DRAWN: JLS VERSION: 1
DATE: 3-30-18 JOB NO. WA425044
SCALE: 1"=60' SHEET: 1 OF 1

WHEN RECORDED. RETURN TO:

JOHN JORDAN
7345 East Acoma Drive
Suite 200
Scottsdale, Arizona 85260

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
HAIGLER CREEK ESTATES

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Haigler Creek Estates (this "Declaration") is made this _____ day of _____, 1988, by Thunder Ridge Investment Co., an Arizona general partnership ("Thunder Ridge").

R E C I T A L S:

A. A Declaration of Covenants, Conditions, and Restrictions for Haigler Creek Estates was recorded in Docket 460, pages 66 through 73, records of Gila County, Arizona, imposing certain covenants, conditions, and restrictions upon Lots 1 through 29, inclusive, Haigler Creek Estates, according to the map recorded in File Nos. 560 and 560A, records of Gila County, Arizona. The Declaration of Covenants, Conditions, and Restrictions, as amended, shall be referred to herein as the "Initial Declaration."

B. The Initial Declaration provides that it may be amended by the Owners representing not less than fifty-one percent (51%) of the total net acreage of the property subject to the Initial Declaration.

C. Thunder Ridge is the Owner of more than fifty-one percent (51%) of the total net acreage of the property subject to the Initial Declaration. Thunder Ridge desires to amend and restate the Initial Declaration and to have this Declaration supersede the Initial Declaration in its entirety.

NOW, THEREFORE, Thunder Ridge hereby amends and restates the Initial Declaration in the manner hereinafter set forth and declares that this Declaration shall supersede the Initial Declaration in its entirety, and the Initial Declaration shall no longer be of any force and effect and that all of the real property described on Exhibit A attached hereto shall be hereafter held, sold, conveyed, hypothecated, leased, occupied, used, and improved as provided in this Declaration and that this Declaration shall be

binding upon all parties having or acquiring any right, title, or interest in the property or any part thereof and upon their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following capitalized terms shall have the meanings set forth in this Article.

1.1. "Declaration" shall mean the covenants, conditions, and restrictions herein set forth, as the same may be amended from time to time.

1.2. "Lot" shall mean any parcel of real property, and all improvements situated thereon, designated as a Lot on any recorded subdivision plat.

1.3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if the same has merged) of any Lot. "Owner" shall not include the purchaser under an executory contract for the purchase of a Lot or persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

1.4. "Property" or "Project" shall mean and refer to the real property described on Exhibit A attached hereto together with all buildings and other improvements situated thereon.

1.5. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage, legal adoption, legal association for the purpose of property ownership, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

1.6. "Single Family Residence" shall mean a building, house, townhouse, town home, or patio home used as a residence for a Single Family, including any appurtenant garage, carport, or similar outbuilding.

1.7. "Single Family Residential Use" shall mean the occupation or use of a Single Family Residence by a Single Family in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county, or municipal rules or regulations.

1.8. "Visible From Neighboring Property" shall mean with respect to any given object, that such object is or would be visible

to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the base of the object being viewed.

ARTICLE 2

2.0. Purpose of Restrictions. The design guidelines and restrictions set forth in this Article are intended to assure that all construction and improvements throughout the Project will be compatible with the surrounding natural environment and enhance the quality of life for those living in and around the Project. To the extent applicable zoning laws, regulations, or ordinances of Gila County or any other governmental or quasi-governmental agency having jurisdiction over the Project are more restrictive than the provisions set forth in this Section or elsewhere in this Declaration, the more restrictive zoning provisions shall apply. In all other cases, these Restrictions shall be deemed additional to and not in lieu of any such laws, regulations, or ordinances. The restrictions set forth in this Declaration may be more restrictive than applicable zoning laws, regulations, and ordinances in certain cases.

2.1. Minimum Size of Residence. Every residence constructed on a Lot shall contain a minimum of 1,000 square feet of fully enclosed floor area (exclusive of carports, garages, and other outbuildings).

2.2. Height of Residence. The heights of any single-family residence or outbuilding shall not exceed two (2) stories or thirty (30) feet, whichever is less.

2.3. Setbacks. No improvements shall be constructed on any Lot nearer than:

(i) Fifty (50) feet from the front property (Lot) line or the easement or right-of-way for any private or public road,

(ii) Forty (40) feet from the rear property (Lot) line or Haigler Creek, whichever is greater,

(iii) Thirty (30) feet from the side property (Lot) line (except Lot 26 of the Haigler Creek Estates which shall be set back a minimum of twenty (20) feet), provided, however, that for any property line that borders the National Forest there shall be no setback requirement.

2.4. Occupancy of Residence. No residence shall be occupied until the same has been substantially completed and approved for occupancy by the applicable governmental or quasi-governmental agencies of Gila County.

2.5. New Construction. All structures built on any Lot shall be constructed with new material, and no used structures shall be relocated on any Lot. All manufactured housing of any kind or nature is specifically prohibited.

2.6. Completion of Construction. Every building, dwelling, or other structure, the construction of which is commenced on any Lot, shall be completed within eighteen (18) months after the beginning of such construction or the placement of construction materials thereon.

2.7. Sewage Disposal. No outside toilet shall be constructed on any Lot. All plumbing fixtures, including toilets, laundry, bath, and kitchen facilities shall be placed within the walls of the principal living structure and connected to a septic tank/leach line or self-contained sewage disposal system approved by Gila County and/or the State of Arizona. The sewage disposal system shall be set back from property lines, roads, streets, and Haigler Creek in accordance with the health and sanitation regulations of Gila County and/or the State of Arizona.

2.8. Lease. An owner may only lease or rent his lot to a single family and such lease or rental agreement shall be subject to all the provisions of this Declaration.

2.9. Residential Use. All Lots are for Single-family Residential Use. No more than one primary residence shall be erected, or permitted to remain on any one (1) Lot, except such outbuildings usually incidental to such residences, such as a private garage, animal shelter, or storage shelter. No gainful occupation, profession, trade, or other non-residential use shall be conducted on any portion of the Property. No temporary structure shall be placed or erected on any Lot, except for temporary storage of materials during construction. Any outbuildings for storage or other reasonable purpose shall be constructed of like material as, and have color and design in conformity with, the primary residence.

2.10. Damage to Property. In the event any improvement has been damaged or destroyed by fire or other means, the Owner shall reconstruct the same as soon as reasonably possible and not later than twelve (12) months from the time of such destruction or said Owner shall remove all debris from the Lot within said time period such that the Lot does not have an unsightly appearance or otherwise constitute a nuisance to neighboring Lots.

2.11. Vehicles. No mobile home, travel trailer, camper unit, off-road vehicle, or other temporary living quarters shall be placed, maintained, or occupied on any Lot; except that the Owner thereof upon completion of the principal dwelling may store such items on the Lot provided they are enclosed, covered, and not visible

to the other Lot Owners within the Project, and do not otherwise conflict with the restrictions herein, and, in particular, with the provisions of Section 2.9 of this Declaration.

2.12. Animals. Animals such as horses, chickens, rabbits, and the usual domesticated household pets may be kept on any Lot with a primary residence if properly quartered; provided, however, that horses may only be kept on Lots of two (2) or more acres. Cattle, swine, wild, exotic, and dairy animals are specifically prohibited. No barn, stall, or corral is to be constructed on any Lot less than two (2) acres, or located and maintained nearer than fifty (50) feet to Lot lines. However, the restrictions contained in this Section shall not prevent the erection or maintenance of a fenced pasture of one (1) acre or more upon any portion of any Lot of two (2) or more acres.

2.13. Signs. Non-illuminated "for sale," or property identification signs, not exceeding three (3) square feet in size shall be permitted to be displayed on any Lot. All other signs, billboards, or advertising of any kind are prohibited.

2.14. Off-road Vehicles. No off-road vehicles shall be allowed to use or travel upon any street or road except when traveling between a residence or private dwelling and the Chamberlain Trail or Ellenwood Road. No truck or vehicle over three-quarter ton shall be permitted to park on any Lot in such a manner as to be visible from other Lots within the Project or from private or public streets or roads.

2.15. Trash. No trash, ashes, garbage, or other refuse shall be dumped or stored on any Lot so as to be visible from any Lot or any private or public street or road. Each Owner of a Lot covenants and agrees to regularly remove and dispose of in a sanitary manner trash, ashes, garbage, and other refuse, and shall not permit the same to accumulate on his Lot. Every tank for the storage of fuel installed outside any building within the Project, or on any Lot, shall be buried below the surface or completely and attractively screened or enclosed. Every outdoor receptacle for trash, ashes, garbage, or other refuse shall be covered and attractively screened, and placed so as not to be visible from any Lot or private or public street or road.

2.16. Maintenance of Lots. All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of trash, ashes, garbage, or other refuse thereon.

2.17. Nuisances. No noxious or offensive activities shall be carried on any Lot nor shall anything be done on any Lot that

shall be or become an unreasonable annoyance or nuisance to any Owner in the Project. No activity, operation or use shall be permitted that will constitute a fire or explosion hazard; nor shall there be emitted into the atmosphere smoke, soot, dust, radiation, odor, noise, vibration, sparks, or toxic fumes to such an extent as to constitute a nuisance.

2.18. Fences. Fencing and free-standing walls shall not exceed a maximum of five (5) feet in height above ground level; provided, however, that no block or solid wood fence shall be constructed on any Lot in such a way as to create a hazard by restricting the view of a driver on any private or public street or road, or which would obstruct the view of contiguous Lot Owners from the surrounding natural environment. No fence shall be constructed across or on the general waterway of the Haigler Creek except for any perimeter fencing installed by the Declarant. Owners of Lots are encouraged to minimize fencing between Lot lines to enhance the natural surroundings of the Project.

2.19. Lights. All outdoor artificial illuminating devices shall be of an incandescent or fossil fuel type. Incandescent fixtures of 150 watts or less are exempt from the provisions of this Section. The unshielded outdoor illumination of any building, landscaping, or such illumination for other purpose is prohibited, except with incandescent fixtures of 150 watts or less. Incandescent fixtures greater than 150 watts shall be shielded in such a manner that the light rays emitted by the fixture, either directly or indirectly, are projected below a horizontal plane running through the lowest point of the fixture where light is emitted. The outdoor installation of sodium, metal halide, fluorescent, quartz, or mercury vapor lamps is specifically prohibited.

2.20. Parking. No parking shall be permitted on any private street or road in the Project except in the event of an emergency. The maximum speed limit on private streets and roads within the Project shall be twenty-five (25) miles per hour. Parking of any authorized vehicle shall be as close to the primary residence as reasonably possible.

2.21. Firearms. No firearms shall be discharged within the Project. No hunting or trapping is permitted within the Project.

2.22. Drainage. On each Lot and in the right-of-way easement areas including any streets or roads no excavations, surface recontouring, erection of structures, plantings, or other activities shall be permitted which may change the direction or flow of drainage channels; which may obstruct or retard the flow of water through drainage channels; or which damage or interferes with established slope ratios or creates erosion or sliding problems.

2.23. Fireplaces. No chimney or outlet from any fireplace, stove, heating appliance, or outside firebox shall be installed, used, or maintained without being capped or screened to protect surrounding areas from flying sparks.

2.24. Natural Area. Notwithstanding any of the other provisions of this Declaration, the area forty (40) feet on each side of those lot lines which lie in Haisler Creek shall be kept in a natural state and free of man-made artifacts.

ARTICLE 3

ENFORCEMENT

3.1. Enforcement. If any person shall violate or attempt to violate any of the covenants, conditions, or restrictions herein, it shall be lawful for any Owner of any interest in any Lot, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition, or restriction, either to prevent him or them from so doing or to recover damages for such violation; provided, however, that a violation of this Declaration shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record upon the Property or any part thereof. Any party who violates any of the covenants, conditions, or restrictions herein set forth shall pay all costs incurred in the enforcement of the Declaration, including reasonable attorneys' fees and court costs. Every act or omission whereby a covenant, condition, or restriction of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief is for negative or affirmative action. The delay, failure, or omission to enforce any provision of any covenant, condition, or restriction contained in this Declaration shall not constitute acquiescence therein nor constitute a waiver of any right to enforce any such provision or any other provision of this Declaration, and no right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the trustee named herein or against any Owner for or on account of the failure to bring any action or to take any step to remedy any breach hereof.

ARTICLE 4

SEVERABILITY, DURATION, AND AMENDMENT

4.1. Severability. Invalidation, illegality, or unenforceability of any one of the covenants, conditions, or restrictions set forth herein by statute, judgment, or court order shall in no way affect any of the other provisions of this Declaration, which shall remain in full force and effect.

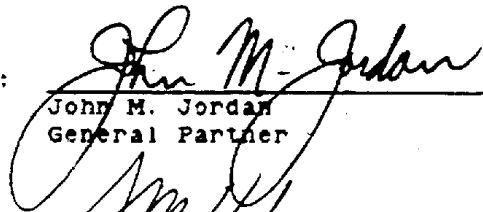
4.2. Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property for a term of thirty (30) years and shall thereafter be automatically renewed for successive ten (10) year periods. This Declaration may, however, be amended or revoked at any time by an instrument signed by Owners representing the ownership of not less than fifty-one percent (51%) of the total net acreage of the Property. With respect to any portion of the Property having multiple, joint, or co-owners, the signature of any such multiple, joint, or co-owner shall be binding upon the other multiple, joint, or co-owners of any such portion of the Property. The total net acreage of the property subject to this Declaration is 108.91 net acres.

ARTICLE 5

5.1. Binding Effect of Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees, and assigns, binds himself, his heirs, personal representatives, successors, transferees, and assigns, to all of the covenants, conditions, and restrictions now or hereafter imposed by this Declaration and any amendments hereof. In addition, each such person or entity by so doing thereby acknowledges that his Declaration sets forth a general scheme for the improvement and development of the real property covered hereby and thereby evidences his interest that all of the covenants, conditions, and restrictions contained herein shall run with the land and shall be binding upon all subsequent and future Owners, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person and entity fully acknowledges and understands that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the various subsequent and future Owners.

THUNDER RIDGE INVESTMENT CO.,
an Arizona general partnership

By:


John M. Jordan
General Partner

By:


G. M. Horton
General Partner

STATE OF ARIZONA ss.
County of Maricopa

The foregoing was acknowledged before me this 15 day
of July, 1988, by John M. Jordan, General Partner of THUNDER
RIDGE INVESTMENT CO., an Arizona general partnership.

Steven H. Munson
Notary Public

My Commission Expires:

April 29, 1991

STATE OF ARIZONA ss.
County of Maricopa

The foregoing was acknowledged before me this 15 day
of July, 1988, G. M. Horton, General Partner of THUNDER RIDGE
INVESTMENT CO., an Arizona general partnership.

Steven H. Munson
Notary Public

My Commission Expires:

April 29, 1991

EXHIBIT A

Lots 1, 2, 7, 8, 13, 14, 19, 20, 21, 22, 23, 26, 27, and 28, HAIGLER CREEK ESTATES, according to the plat recorded in Map File Nos. 560 and 560A.

Lots 1 through 35, inclusive, THE PRESERVE ON HAIGLER CREEK, a subdivision according to the plat recorded in Map File Nos. 620 and 620A, records of Gila County, Arizona.

\$12.00 + \$4.00 + 2w.

10105

#2803

570949

STATE OF ARIZONA, County of Gila, ss:

I do hereby certify that the within instrument was filed and recorded at request of John M. Jordan.

Date Dec. 22, 1988 Time 10:05 A. M. Docket 755 Official Records Page 96 - 107
Records of Gila County, Arizona.

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

John Jordan
4510 Joshua Tree Lane
Scottsdale, AZ 85253

MARY V. DE PAOLI, County Recorder

By Evelyn Morales Deputy.