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Yavapai County  
Patsy Jenney-Colon, Recorder  
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TOWN OF CHINO VALLEY  
RECORDING FEE 8.00  
SURCHARGE 0.00  
POSTAGE 0.00

DECLARATION  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FIRE SKY RANCH  
CHINO VALLEY, ARIZONA

This Declaration ("Declaration") is made this 4th day of Nov., 1998, by First American Title Insurance Agency of Yavapai, Inc., an Arizona Corporation, as Trustee under Trust No. 4689 and Clark and Erickson Construction Company, Inc., an Arizona Corporation ("Declarants") as to Lots 1 through 18 of the Fire Sky Ranch Subdivision, according to the plat recorded in the Office of the Yavapai County Recorder in Book 37 at Page 89. This Declaration of Covenants have been created to ensure the peace, enjoyment and quality of life for Fire Sky Ranch residents and have been established as a general plan for the development, sale and use of the community.

ARTICLE I.

DEFINITIONS

Unless otherwise defined, the following words and phrases when used in this Declaration shall have the meanings set forth in this Article.

1.1 "Declarant" means Clark and Erickson Construction Company, Inc. and any Person to whom the Declarant may expressly assign any or all of its rights under this Declaration of an instrument recorded with the County Recorder of Yavapai County, Arizona.

1.2 "Lot" shall mean platted lots One through Eighteen.

1.3 "Owner" means the owner of record, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot. Owner shall not include Persons having an interest in a Lot merely as security for the performance of an obligation or a Lessee. Owner shall include a purchaser under a contract for the conveyance of real property subject to the Provisions of A.R.S. 33-741 et seq. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts pending the closing of a sale or purchase transaction.

In the case of Lots, the fee simple title to which is vested in a trustee pursuant to Arizona Revised Statutes, Section 33-801, et seq., the Trustor shall be deemed to be the owner. In the case of Lots, the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the trust property shall be deemed to be the owner.

1.4 "Plat" shall be the final plat of Fire Sky Ranch recorded in Book \_\_\_\_\_ of Maps, Page \_\_\_\_\_, records of Yavapai County, Arizona, and all amendments, supplements or corrections thereto.

1.5 "Review Committee" shall be a Committee established for the purpose of reviewing and approving building and landscape plans, and overseeing the general maintenance and upkeep of Fire Sky Ranch. The Review Committee shall consist of a minimum of two members, consisting of Clark and Erickson Construction Company, Inc. and/or owners. However, until such time as the 18 lots are sold, the Review Committee may consist of only Clark and Erickson Construction Company, Inc. Upon the sale of the 18th lot, Clark and Erickson Construction Company, Inc. shall appoint at least 3 owners to serve on the Review Committee, and thereafter, the owners may elect a Review Committee in numbers and for the length of term they desire.

## ARTICLE 2

### PLAN OF DEVELOPMENT

2.1 **Property Subject to Declaration.** By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each Person, for himself or itself, his heirs, personal representatives, successors, transferee and assigns, binds himself or itself, his heirs, personal representatives, successors, transferee and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development, sale, lease and use of the Property and hereby evidences his interest that all shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial and enforceable by any and all Owners.

2.2 **Construction Requirements.** All of said lots in the subdivision shall be known and described as, and limited in use to, single-family residential. All buildings, structures, and fences erected on the premises shall be of new construction. All buildings shall be constructed on the premises and not prefabricated elsewhere. No mobile homes, manufactured homes, modular homes, or recreational vehicles shall be used as living quarters on any lot or part thereof at any time. All building plans must be submitted to the Review Committee for plan review, site review, exterior color review, and approval prior to building, or structure additions, on any lot. All homes must be placed on the lot so as not to obstruct the view of any neighboring home. Any building in Fire Sky Ranch, the construction of which has been started, shall be completed within twelve (12) months; however, the exterior must be completed within six (6) months. Accessory buildings shall be completed within 120 days of commencement of construction of

said building on any lot, except when such delay is caused by acts of God, strikes, actual inability of the builder or owner to procure delivery of necessary materials, or by interference by other persons or forces beyond the control of the builder or owner preventing completion of the home.

a) Types of Building Structures : No structure whatever other than one single story permanent private single-family dwelling, together with either a two or three car garage, attached to the home directly or by a breezeway, built of new material along with a guest quarter, workshop, accessory storage building, horse barn or greenhouse. No metal buildings or metal sheds shall be permitted on any lot. All accessory buildings shall be constructed in an architectural design and material similar to that of the home.

b) Minimum Area: Excluding attached garages, basements, guest quarters, open porches, barns, etc., no dwelling structure shall be constructed or permitted having a total living area of less than 1600 square feet.

c) Style of Architecture: No Geodesic dome, log, hexagon or earth sheltered homes shall be allowed. Pitched roof houses shall have a roof pitch of no less than 5/12. Santa Fe style houses, having flat slope roofs shall have parapet walls extending far enough above roof surfaces such that any roof surface is not visible from normal eye level from any location on lot. If said roof surface is visible from any location on any other lot, said roof surface shall be of an off-white or other earth tone color.

d) Good Repair: All structures must be kept in a state of good repair and all surfaces thereof kept painted, stained, or oiled.

e) Roofs: Roof shall be composition shingle, or concrete tile or clay tile. No roof shall be of reflective surface or covered with metallic paint.

f) Exterior Wall Finishes: All exterior wall finishes must be horizontal siding, stucco or brick. Any other type of materials need to be approved by the review committee.

g) Landscaping: All lots and lawns must be kept mowed and groomed to minimize overgrowth and fire hazards. The planting and height of trees shall be limited as to not interfere with the views of neighboring houses.

2.3 Boats & RV's: All boat, boat trailer, travel trailer, camper, motor home or other recreational vehicle must be parked at the side or rear of the home, no closer to the front of the home or garage whichever is closest to the street. The parking area for the above must be a minimum of 4" ABC material and must be screened with a 6' fence from the street fronting the lot. No junk, inoperable vehicles, unlicensed vehicles, large household appliances or large machinery used primarily at other locations shall be stored on the lot.

2.4 Motor Vehicles/Street Parking: Except for emergency vehicle repairs, no automobile or other motor vehicle shall be constructed, reconstructed or repaired in the front yard of any Lot, street or other property in the Subdivision; however, these activities may be performed in the garage or accessory buildings. No motor vehicle, recreational vehicle, boat or machinery, etc. may be parked on the street for more than forty-eight (48) hours. If such vehicle is left for more

than forty-eight (48) hours on the street, it may be towed away at the owners expense.

2.5 Sewage Disposal: Sewage disposal (disposal of human waste) shall be effected only by means of individual septic tanks or public sewage facilities. Any septic tanks are to be in accordance with the health standards required by the Yavapai County Environmental Health Department, or its successor agency. No septic tank or leach field shall be installed within fifty (50) feet of any property line.

2.6 Clothes Lines: All laundry drying must be hung in a well concealed drying yard area, causing wash not to be visible from the street or any neighboring home

2.7 Animals: Barn-type animals (horses, cows, goats) shall be permitted on the property, but limited to two adult animals, excluding foals, calves, kids, per parcel. A total of 12 chickens, of which one may be a rooster, are permitted on the premises. Large animals shall be confined on said lot with a barn and corral; corral not to exceed three thousand (3000) square feet. Chickens shall be confined to a coup and pen not to exceed two hundred (200) square feet. Rabbits shall not exceed four (4) and are to be kept as domestic pets only. The premises shall be at all times maintained in a sanitary condition and free from offensive odors. The presence and care of such animals must be consistent with all county/city regulations. No professional boarding facilities will be allowed on any lot. No swine (including pot-bellied pigs) shall be permitted on any lot.

Commonly accepted household pets such as dogs, cats and birds not to exceed three (3) dogs, three (3) cats, three (3) birds may be maintained upon the lots for domestic but not commercial purposes. No person owning or in custody of a dog shall allow the dog to stray or go upon another lot without the consent of the owner of such lot. Noisy pets, such as barking dogs, etc. which disturb the peace, quiet, comfort, serenity of the neighbors and are bothersome to the plurality of the neighbors must be removed.

2.8 Fences: All fences around perimeter of property shall be constructed of either iron pipe construction or vinyl material, and all corrals shall be of iron pipe construction. Fences around front and back yards shall not exceed five hundred (500) lineal feet and may be constructed of chainlink. No chicken wire, barbed wire or range fencing shall be allowed anywhere on the lot. Any other fencing must be approved by the Review Committee.

2.9 Utilities: All utility pipes and wires servicing the lots, including but not limited to electric power, telephone, cable TV, water and gas lines, shall be placed underground at the depths and in the manner prescribed and recommended by the respective utility companies and/or the Town of Chino Valley, with the exception of satellite dishes which are no more than 24" in diameter, mounted on the ground or side of the home, provided they do not extend beyond the front edge of the home on the street side.

2.10 Unsightly Items: All rubbish, trash or garbage shall be removed from each lot and shall not be allowed to accumulate thereon more than one (1) week (except during construction), unless contained in a covered rubbish/trash receptacle. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No refuse piles, junk piles, or other unsightly objects shall be permitted to be placed or to remain upon said lots. No washing machines, water storage tanks or other appliances may be kept on the outside

of any home, garage or accessory buildings. No Semi's, construction equipment, or junk cars shall be parked on any lots or streets, except when they are engaged in doing work in the subdivision.

2.11 Minimum Lot Size: None of the lots shall be subdivided into smaller lots or conveyed or encumbered in less than the full original dimensions as shown on the plat of this Subdivision. Nothing herein shall prevent the dedication or conveyance of portions of lots for public utilities or other public or quasi-public easements of any kind or character which benefit the lot owners in general. No building shall be placed on, over or across easements.

2.12 Joint Maintenance:

A) Joint Access Maintenance: Owners of any property having access to said property on common easement shall share equally in maintainance, repair and upkeep of said road and adjoining bar ditch and any landscaping along said joint easement. Joint access maintenance specifically does not apply to private driveways, which will be maintained by individual owners. Material for such private driveways will consist of either ABC, crushed granite, or any other material effective in controlling dust. See "Exhibit A", Joint Road/Ditch Maintenance Agreement, which is attached to and is a part of this Declaration

B) Joint Fire Protection Water Storage Tanks: All property owners shall share equally in any maintenance, repair and/or upkeep of said fire protection water storage tanks. See "Exhibit B", Joint Fire Protection Water Storage Tank Maintenance Agreement, which is attached to and is a part of this Declaration.

The Review Committee has the right to approve changes or variations to the Development restrictions above that do not adversely affect the character of the Community or the general interest of these restrictions.

### ARTICLE 3

#### MISCELLANEOUS PROVISIONS

3.1 Other Requirements: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be placed by any lot owner or his agent upon or in any lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be placed by said persons upon or in matters as may appear of record. Drilling rigs or boring equipment for use in drilling water wells shall be permitted but only for so long as necessary to complete the drilling of same purpose Declarant deems proper.

No trade or business may be conducted on any Lot or from any Residential Unit, unless (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residential Unit; (2) the business activity conforms to all applicable zoning ordinances of and requirements of the Town of Chino Valley, (3) the business activity does not involve persons coming on to the Lot or the door-to-door solicitation of Owners or other Residents in the Development and (4) the business activity is consistent with the residential character of the Development and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other Residents in the Development. The terms "Business"

and "Trade" as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether such activity is engaged in full or part time, such activity is intended or does generate a profit, or a license is required for such activity. The leasing of a Residential Unit by the Owner shall, in and of itself, not be considered a trade or business within the meaning of this Section.

3.2 Binding Effect, Term, Extensions: These Restrictions shall run with the land and shall be binding upon the Premises and upon all owners of record, their heirs, executors, administrators, successors and assigns, and all persons having or claiming any right, title or interest in and to said Premises until December 31, 2028. After said date, said Restrictions, as amended from time to time, shall be automatically extended for successive periods of ten (10) years each.

3.3 Amendments: These Restrictions may be amended or terminated at any time during the initial term, or any extension thereof, by recording in the office of the County Recorder of Yavapai County, Arizona, an instrument in writing reciting said amendments. Said amendments must bear the signed and acknowledged concurrences of the then owners of record of three quarters (3/4) of the lots in the subdivision, together with the approval of the Declarant for so long as the Declarant holds title to any of the subdivision lots. Each lot shall constitute one vote.

3.4 Enforcement: Violation of any one or more of the Restrictions herein may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded against any such violator. Nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought. Such action may be prosecuted by the Declarant, Trustee, or any property owner(s) of record in the Subdivision having jurisdiction over the Subdivision. As long as the Declarant has an interest in any part of the Subdivision, the same will have a continuing interest in this Subdivision and shall have the right to enforce these Restrictions as aforesaid. Any of said persons, or Declarant, who employs an attorney to enforce compliance with or specific performance of any of the Restrictions, and prevails in such action, shall be entitled to recover from the violator(s) his (or its) costs incurred in bring such action, including reasonable attorneys fees.

3.5 Conveyance Subject to Restrictions: Deeds of conveyance of the Premises, or any part thereof, may contain the foregoing Restrictions by reference to this document, but whether or not such reference is made in such deeds, each and all of said Restrictions shall be valid and binding upon the respective owners, grantees, their heirs, executors, administrators, successors and assigns.

3.6 Severability: Invalidation of any one of the Restrictions or any part or part thereof, by judgment, order or decree of a court of competent jurisdiction shall not affect any of the other Restrictions, or parts thereof, which shall remain in full force and effect.

3.7 Waiver of Abandonment: The waiver of, or failure to enforce, any breach or

violation of any Restriction shall not be deemed to be a waiver or abandonment of the particular Restriction or any of the Restrictions, nor shall it be deemed to be a waiver of the right to enjoin or enforce any subsequent breach or violation of such Restriction or any of the Restrictions. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these Restrictions) had knowledge of the breach or violation. No Restriction contained herein shall be deemed to have been waived or abandoned unless this Declaration or Restriction is amended or deleted pursuant to the terms of Paragraph 3.4

3.8 Non-Liability: Neither the Review Committee nor any member thereof shall be liable to any Association or to any Owner or other person for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any drawing or specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved drawings and specifications; (c) the development or manner of development of any property within Fire Sky Ranch Subdivision; or (s) the execution and filing of an estoppel certificate whether or not the facts therein are correct; provided, however, that such member has with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Review Committee or any member thereof may, but is not required to, consult with or hear the Association of any Owner or other person with respect to any drawings or specifications or any other proposal submitted to it.

The Review Committee or the Developer and their respective successors, assigns, officers, agents and employees, shall not be liable in damages to anyone submitting drawings or specifications to them for approval, or to any Owner or other person by reason of mistaken judgement, negligence, non-approval arising out of or in connection with the approval or disapproval or failure to approve any drawings or specifications. Every Owner or other person who submits drawings or specifications for approval agrees, by submission of such drawings and specifications, that he will not bring any action or suit against the Review Committee, any member of the Review Committee, or the Developer or their respective successors, assigns, officers, agents or employees to recover damages. It shall be the sole responsibility of the Owner or other person submitting drawings or specifications to the Review Committee or performing any construction to comply with applicable governmental ordinances.

IN WITNESS WHEREOF, the Declarant, has caused its names to be signed by the duly authorized, this 4th day of November 1998.

First American Title Insurance Agency of Yavapai,  
Inc., as Trustee under Trust #4689, and not  
personally

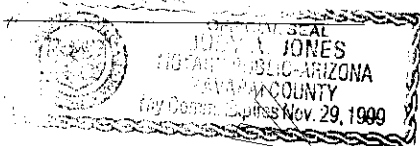
By   
Roger A. Yedinak, Trust Officer

STATE OF ARIZONA                     )  
  ) ss  
County of Yavapai                     )

This instrument was acknowledged before me this 4th day of November 1998, by  
Roger A. Yedinak, who acknowledged himself to be the Trust Officer of First American Title  
Insurance Agency of Yavapai, Inc. and that he being authorized to so do, executed the foregoing  
instrument for the purposes therein contained by signing the name of the corporation by himself  
as such officer.

  
Notary Public

My Commission Expires:





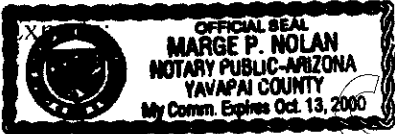
By: Kenneth B. Clark  
Kenneth B. Clark, Secretary  
Clark and Erickson Construction Company,  
Inc.

By: Dean C. Erickson  
Dean C. Erickson, President  
Clark and Erickson Construction Company,  
Inc.

STATE OF ARIZONA )  
County of Yavapai ) ss

This instrument was acknowledged and executed before me this 4 day of November, 1998 by KENNETH B. CLARK, who acknowledged to be the SECRETARY of CLARK AND ERICKSON CONSTRUCTION COMPANY, INC. and that as such officer, being authorized so to do, signed the name of the corporation as such officer.

My Commission Expires

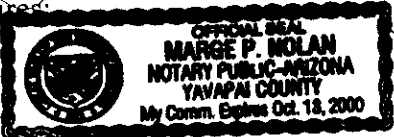


Marge P. Nolan  
Notary Public

STATE OF ARIZONA )  
County of Yavapai ) ss

This instrument was acknowledged and executed before me this 4 day of November, 1998 by DEAN C. ERICKSON, who acknowledged to be the PRESIDENT of CLARK AND ERICKSON CONSTRUCTION COMPANY, INC. and that as such officer, being authorized so to do, signed the name of the corporation as such officer.

My Commission Expires



Marge P. Nolan  
Notary Public

"EXHIBIT A"

JOINT ROAD/ DITCH MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
by and between the undersigned owners of land in Chino Valley, County of Yavapai,  
State of Arizona, hereinafter referred to as "LOT OWNERS", WITNESSETH:

WHEREAS, LOT OWNERS are the owners of parcels of land known as Lots 1  
through 18 of the Fire Sky Ranch Subdivision, according to the plat recorded in the  
Office of the Yavapai County Recorder in Book \_\_\_\_ at Page \_\_\_\_.

WHEREAS, such access roads and bar ditches as shown exist for mutual use and  
benefit of LOT OWNERS and their grantees whose LOT abuts said road and bar ditch,  
and,

WHEREAS, it is necessary and beneficial for LOT OWNERS to enter into an  
agreement for the mutual use, maintenance and repair of said access roads and bar ditches  
in the future:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. THE LOT OWNERS will be obligated to maintain said road and bar ditch  
which is abutted by their LOT, and to bear the cost thereof. The amount of the cost to be  
paid by each LOT OWNER will be determined by dividing the total cost of maintenance  
by the total number of LOT OWNERS whose property is accessed by said road and bar  
ditch.

2. THE DECISION of a simple majority of LOT OWNERS using said access road  
and bar ditch shall determine the nature, type and amount of work which shall be done  
towards road and/or ditch maintenance and repairs and all of the lot owners shall be  
obligated by the decision of the majority to facilitate such maintenance or to make such  
repairs as needed.

3. IN THE EVENT that an expense shall be incurred for road and/or ditch  
maintenance, any LOT OWNER may enforce the terms and conditions of this agreement  
in any court of law and may obtain a judgement therefore.

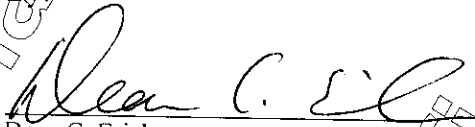
4. IT IS COVENANTED AND AGREED that the terms and conditions of this  
agreement shall be for the mutual use and benefit of all present and future LOT  
OWNERS and their assigns and heirs that this agreement shall constitute covenants  
which run with and are attached to the land.


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5. THIS AGREEMENT may be modified, changed and amended with the express written consent of the LOT OWNERS hereto.

IN WITNESS WHEREOF, we have hereunto set our hand and seals the year and day first above written.

By:

  
Dean C. Erickson

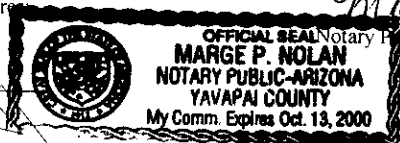
  
Kenneth B. Clark

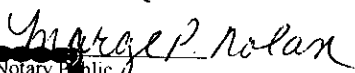
STATE OF ARIZONA

County of Yavapai

This instrument was acknowledged before me this 24 day of Sept. 1998 by  
DEAN C. ERICKSON AND KENNETH B. CLARK

My Commission Expires





FIRST AMERICAN TITLE INSURANCE  
AGENCY OF YAVAPAI, INC., AS  
TRUSTEE UNDER TRUST NO. 4689

Roger A. Yedinak  
BY: ROGER A. YEDINAK, TRUST OFFICER

STATE OF ARIZONA     )  
                                      ) SS.  
COUNTY OF YAVAPAI    )

This instrument was acknowledged and executed before me this 4th day of November, 1998 by Roger A. Yedinak who acknowledged to be the Trust Officer of First American Title Insurance Agency of Yavapai, Inc., an Arizona Corporation, and that as such officer, being authorized so to do, signed the name of the corporation as such officer.

My commission expires:



Judy A. Jones  
Notary Public

"EXHIBIT B"

JOINT FIRE PROTECTION WATER STORAGE TANK  
MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
by and between the undersigned owners of land in Chino Valley, County of Yavapai,  
State of Arizona, hereinafter referred to as "LOT OWNERS", WITNESSETH:

WHEREAS, LOT OWNERS are the owners of parcels of land known as Lots 1  
through 18 of the Fire Sky Ranch Subdivision, according to the plat recorded in the  
Office of the Yavapai County Recorder in Book \_\_\_\_ at Page \_\_\_\_.

WHEREAS, such Fire Protection Water Storage Tanks, hereinafter known as  
"Tanks", as shown exist for mutual use and benefit of LOT OWNERS and their grantees,  
and,

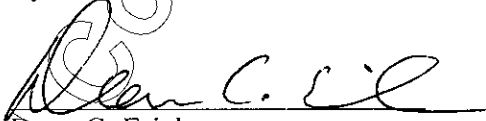
WHEREAS, it is necessary and beneficial for LOT OWNERS to enter into an  
agreement for the mutual use, maintenance and repair of said "Tanks" in the future:

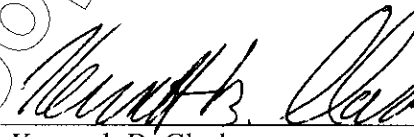
NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. THE LOT OWNERS will be obligated to maintain said "Tanks" and to bear  
the cost thereof. The amount of the cost to be paid by each LOT OWNER will be  
determined by dividing the total cost of maintenance by the total number of LOT  
OWNERS in the subdivision.
  2. IN THE EVENT that an expense shall be incurred for "Tank" maintenance,  
any LOT OWNER may enforce the terms and conditions of this agreement in any court of  
law and may obtain a judgement therefore.
  4. IT IS COVENANTED AND AGREED that the terms and conditions of this  
agreement shall be for the mutual use and benefit of all present and future LOT  
OWNERS and their assigns and heirs that this agreement shall constitute covenants  
which run with and are attached to the land.
  5. THIS AGREEMENT may be modified, changed and amended with the express  
written consent of the LOT OWNERS hereto.
-

IN WITNESS WHEREOF, we have hereunto set our hand and seals the year and day first above written.

By:

  
Dean C. Erickson

  
Kenneth B. Clark

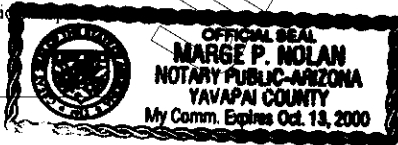
STATE OF ARIZONA )

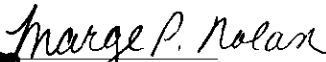
) ss

County of Yavapai )

This instrument was acknowledged before me this 24 day of Sept 1998 by Dean C. Erickson and Kenneth B. Clark

My Commission



  
Notary Public

FIRST AMERICAN TITLE INSURANCE  
AGENCY OF YAVAPAI, INC., AS  
TRUSTEE UNDER TRUST NO. 4689

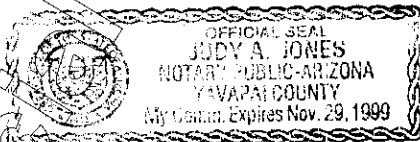


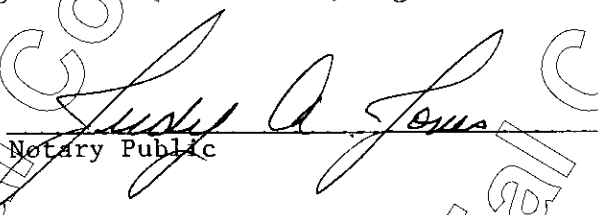
BY: ROGER A. YEDINAK, TRUST OFFICER

STATE OF ARIZONA     )  
                                      ) SS.  
COUNTY OF YAVAPAI    )

This instrument was acknowledged and executed before me this 4th day of November, 1998 by Roger A. Yedinak who acknowledged to be the Trust Officer of First American Title Insurance Agency of Yavapai, Inc., an Arizona Corporation, and that as such officer, being authorized so to do, signed the name of the corporation as such officer.

My commission expires:



  
Notary Public