

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That JOHN W. MORRIS and CLARA MORRIS, his wife, being the owners of the premises in Gila County, Arizona, described as follows:

ALL OF BENDROGA SPANOS, UNIT 3, a subdivision of part of a portion of Homestead Entry Survey No. 510, situated in Pinta National Forest in Sections 26, 27, 34 and 35, unsurveyed, T. 10 N., R. 14 E., of the Gila and Salt River Base and Meridian, Gila County, Arizona; according to the Official Plat on file in the Office of the County Recorder of Gila County, Arizona, in Map File No. 288.

and desiring to establish the nature of the use and enjoyment thereof, do hereby declare said premises subject to the following covenants, conditions, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be considered as restrictive covenants running to the title of said premises and of each and every lot, part and parcel thereof, with the EXCEPTSION OF TRACT "A", to-wit:

All of said lots and parcels in said subdivision shall be used for residential purposes only. One single family residence, guest house, garage and other customary outbuildings may be placed, erected or maintained on any lot or parcel in said subdivision; PROVIDED, however, that in no event shall any residence of any type be placed, erected or maintained upon any lot or parcel in said subdivision which contains less than 10,000 square foot area.

No business or occupation for gain shall be maintained upon any lot or parcel of said subdivision.

No lot or parcel shall be subdivided into any lot or parcel which contain less than 21,710 square foot area and shall be conveyed by recorded document subject to the approval or disapproval of any local, County or State Planning or zoning Committee and/or any local, County or State Health Department and/or the "Agent" or Committee having jurisdiction of said subdivision; UNLESS for public utilities, in which event the remaining portion of said lot or parcel shall, for the purposes of this provision, be treated as a whole lot.

... shall not prevent the construction of a building or other structure on any part of a lot or parcel or on adjacent lots of a whole lot or parcel. ... shall not prevent the construction of a building or other structure on any part of a lot or parcel and the adjacent part of a lot or parcel in such a case ownership shall, for the purpose of these restrictions, be considered as one indivisible lot or parcel.

All structures to be erected or prepared to be erected on any lot or parcel shall be subject to the approval or disapproval of the "Agent" or Committee having jurisdiction of said subdivision.

Buildings may be placed on any lot or parcel and may be used for dwelling purposes if the approval or disapproval of the "Agent" or Committee having jurisdiction of said subdivision.

No structure shall be erected or prepared to be erected on any lot or parcel in such a manner as to render the same unsightly, offensive or detrimental to any adjacent property or occupant thereof.

Sanitary facilities shall be erected or provided on each lot or parcel in order to any residential structure, building, trailer or camping structure to be placed or erected upon any lot or parcel and after placement or erection shall be maintained in such manner as to be unsanitary, unsightly, offensive or detrimental to any adjacent property or occupant thereof. The location of sanitary facilities and the maintenance thereof shall be subject to the approval or disapproval of any local, County or State Health Department and, or the "Agent" or Committee having jurisdiction of said subdivision.

No part of said subdivision shall be used for any, dancehall or other purposes, nor for a hotel, boarding house, sanitarium, hospital, or for the care, lodging or entertainment of a business enterprise for and persons suffering from disease, or for any purpose which would depreciate the value of the property or adjacent property, or which might constitute a nuisance or interference to the use of any part of said subdivision for any purpose.

... shall not prevent the conveyance of a part of a lot or parcel to an adjacent owner of a whole lot or parcel, and which line shall divide lot or parcel and the adjacent part of a lot or parcel in such manner ownership shall, for the purpose of these restrictions, be considered as one residential lot or parcel.

All structures or buildings to be erected or proposed to be erected upon any lot or parcel shall be subject to the approval or disapproval of the "Agent" or Committee having jurisdiction of said subdivision.

Trailers may be placed on any lot or parcel and may be used for dwellings subject to the approval or disapproval by the "Agent" or Committee having jurisdiction of said subdivision.

Lot owners may use their lots or parcels for camping; provided, that the maintenance provided in such a manner or so not to render the same unsightly, unsightly, offensive or detrimental to any adjacent property or occupants thereof.

Toilets or sanitary facilities shall be erected or provided on each lot or parcel prior to any residential structure, building, trailer or camping trailer, or being placed or erected upon any lot or parcel and after placement such facilities shall be maintained in such manner so as not to be unsightly, unsightly, offensive or detrimental to any adjacent property or occupants thereof; placement of sanitary facilities and the maintenance thereof shall be subject to the approval or disapproval of any local, County or State Health Department and/or the "Agent" or Committee having jurisdiction of said subdivision.

No part of said subdivision shall be used for any offensive or offensive purposes, nor for a hotel, boarding house, sanitarium, hospital, nor for the care, lodging or entertainment of a business enterprise for and for persons suffering from disease, or for any purpose which would depreciate the value of the property or adjacent property, or which might constitute a nuisance or hindrance to the use of any part of said subdivision for residential purposes.

No livestock or poultry, with the exception of horses, cows and chickens, shall be kept or maintained on any of the above described lots or parcels. Livestock shall be limited to 2 (two) animals per acre and poultry to a reasonable number to be used for domestic purposes only. Livestock shall be kept in corrals and poultry shall be kept in poultry houses with runs, and either or both shall be situated, placed or erected and maintained in such a manner so as not to be unsanitary, unsightly, offensive or detrimental to any adjacent property or occupants thereof.

The development, pumping and use of water produced upon any lot, parcel or portion thereof shall be restricted to the private and domestic use of the owner or occupant of said lot, parcel or portion thereof; PROVIDED, however, that John W. Morris and Clara Morris, his wife, and their heirs, executors, administrators and assigns shall have the right to transport water to any portion of M.L.S. No. 500 for domestic use thereon.

There is reserved unto John W. Morris and Clara Morris, his wife, and their heirs, executors, administrators and assigns, whenever practical or practicable, the right to install and maintain poles and lines for telephone and electric power service and easements for the installation and maintenance of pipe lines for carrying domestic water over and across such part of any lot or parcel in said subdivision as said John W. Morris and Clara Morris, his wife, and their heirs, executors, administrators and assigns, shall deem proper; with the understanding that the placement of such poles, lines and easements shall, whenever practical and practicable, be so placed as to be of the least possible hindrance to the use of said lots or parcels in said subdivision by occupants thereof.

The "Agent" hereinabove referred to shall be John W. Morris or such person as he may appoint by instrument in writing and recorded in the Office of the County Recorder of Gila County, Arizona; PROVIDED, however, that the powers of said "Agent" shall vest in any Committee duly selected by a majority of individual lot or parcel owners after the number of lot or

...of the lots or parcels ...

...of covenants for said property or any portion thereof and ...
...covenants, conditions, stipulations and restrictions by ...
...reference to this deed, but whether or not such reference is made in ...
...deed, such and all covenants, conditions, stipulations and ...
...shall be binding to the respective grantees.

...covenants, conditions, stipulations and restrictions ...
...shall be binding to all parties and all persons ...
...July 1912, at which time said covenants, conditions, ...
...shall be a continuing expense for successive ...
...of ten (10) years each; \$1000 by rate of a security of the same ...
...lots or parcels in said subdivision it is agreed to change the ...
...covenants, conditions, stipulations and restrictions in whole or part.

...shall be a violation or threatened or attempted violation ...
...of any of said covenants, conditions, stipulations and restrictions, it shall ...
...be deemed for any person or persons owning any said property situated in said ...
...and shall be a proper cause of action at law or in equity against all persons ...
...violating or threatening or attempting to violate any such covenants, conditions, ...
...and restrictions and either to prevent him or them from so doing ...
...or recover damages or other fees from such violations.

...violation of any one of the covenants, conditions, stipulations, ...
...and restrictions shall in no wise effect any of the other provisions, which ...
...shall remain in full force and effect.

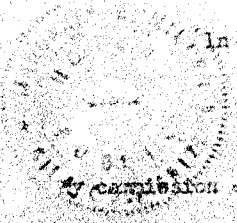
In WITNESS WHEREOF, we have hereunto set our hands this 2nd day of July, 1963.

John W. Morris
JOHN W. MORRIS
Clara Morris
CLARA MORRIS

STATE OF ARIZONA)
) SS.
COUNTY OF GILA)

On this the 2nd day of July, 1963, before me the undersigned officer, personally appeared JOHN W. MORRIS and CLARA MORRIS, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purpose therein contained.

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



Margaret E. Miller
Margaret E. Miller
Notary Public

My commission expires: May 21, 1964

STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of PHOENIX TITLE & TRUST CO.
Date July 11, 1963 Time 10:45 A. M., Docket 152 Official Records Page 177
Records of Gila County, Arizona.

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

264291

DORIS PARKIN, County Recorder
By Mary V. De Paoli Deputy.

PUBLIC ROAD EASEMENT

THIS EASEMENT, dated this 2nd day of October, 1987, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to the Gila County Board of Supervisors, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Gila, State of Arizona, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land 50 feet on each side of the centerline hereinafter defined as the right-of-way over and across lands in the County of Gila, State of Arizona, as described in the plats entitled, "Plat of the Right of Way Survey Road No. 291, Tonto National Forest, T. 10 $\frac{1}{2}$ and 11 N., R. 13 and 14 E., Gila and Salt River Meridian, Gila County, Arizona," hereby made a part hereof. The plat has been recorded in the Gila County records found at Road 291, Record of Survey #244, 244A, 244B, 244C, 244D, 244E, and 244F.

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.
2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities. Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for nonhighway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway, and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.

- 3. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations, approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.
- 4. Consistent with highway safety standards, the Grantee shall:
 - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
 - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas, and slopes that are reshaped following slides that occur during or after construction.
- 5. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.
- 6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted, or any part thereof, that the covenant set forth below shall attach to and run with the land:

(a) That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

8. The Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of maintenance of the highway facility is to be undertaken by the Grantee in compliance with the act entitled, "An Act for the Preservation of American Antiquities," approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433) or the Archeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-11) and State laws where applicable.

If, during excavation work, items of substantial archeological or paleontological value are discovered, or a known deposit of such items is disturbed, the Grantee will cease excavation in the area so affected. Grantee will then notify the Forest Service and will not resume excavation until written approval is given.

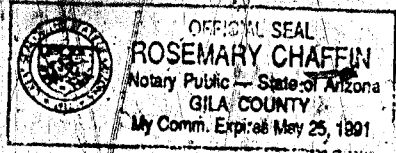
In compliance with the conditions set forth in the foregoing deed, the Gila County Board of Supervisors, certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

GILA COUNTY BOARD OF SUPERVISORS

By V. Ray France

STATE OF ARIZONA)
COUNTY OF GILA) ss.

The foregoing instrument was acknowledged before me this 15 day of June, 1988, by Vernon R. France known to me to be the Chairman, who being by me duly sworn states that he signed said instrument on behalf of the Gila County Board of Supervisors under authority duly given, and he executed same as the free act and deed for consideration and purposes therein contained.



Rosemary Chaffin
Notary Public

My commission expires: _____

United States Department of Agriculture
Forest Service

Assurance of Compliance With The Department of Agriculture
Regulation Under Title VI of The Civil Rights Act of 1964

Gila County Board of Supervisors (hereinafter called the "Applicant")
(Name of Applicant or Recipient)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulations of the U.S. Department of Agriculture (7 CFR Part 15) issued pursuant to that Act, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance extended after the date hereof to the Applicant by the Forest Service, U.S. Department of Agriculture on account of:

The Public Road Easement issued under the Act of October 13, 1964.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States in addition to any other rights and remedies provided by this assurance, the Civil Rights Act of 1964, or the Regulations issued thereunder, shall have the right to enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated: 6-15-88 Gila County Board of Supervisors
(Applicant)

By V. Ray France
(Signature)

Gila County Courthouse--1400 East Ash
Globe, Arizona 85501
(Applicant's mailing address)

*No check
3/15*

563634

STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of: Gila County Board of Supervisors

Date Jun. 15, 1988 Time 2:15 P. M., Docket 737 Official Records Page s: 472 - 478
Records of Gila County, Arizona.

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

MARY V. DE PAOLI, County Recorder

By *Evelyn D. ...* Deputy.