

REPLICATION

State of Arizona
County of Gila

KNOW ALL MEN BY THESE PRESENTS,
That John W. Harris and Chas Harris, his wife have submitted to the county clerk of Gila
COUNTY, UNIT THREE, a plat of a portion of Homestead Entry Survey No. 530, Section
26 & 27, T. 14 N., R. 12 E., G.P.M. 6452, G.P.M. 6453, G.P.M. 6454, G.P.M. 6455, G.P.M. 6456,
and the same plat is hereby published, this plat is and is to be the plat of the
same the same being a portion of the same as shown on the plat of the same
and that each lot is to be surveyed and the same shall be surveyed and
in such proportion to the whole as the same shall be surveyed and the same shall be
for the public use and benefit of the people of the State of Arizona, and the same shall be
above described premises, with the plat of the same and the same shall be
IN WITNESS WHEREOF, John W. Harris and Chas Harris, his wife, at mine
have hereunto set their hand and the day of _____, 1965.

John W. Harris, Owner
Chas Harris, Owner

ACKNOWLEDGEMENT

State of Arizona
County of Gila

On this _____ day of _____, 1965, before me, the undersigned
a Notary Public, personally appeared John W. Harris and Chas Harris, their wives, who are
the persons whose names are subscribed to the foregoing plat, and they acknowledged to me
that they executed the same for the purposes and consideration therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires _____
Notary Public

APPROVAL

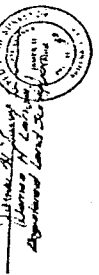
This map of Ponderosa Springs Unit Three was approved for recording
this _____ day of _____, 1965
BOARD OF SUPERVISORS
GILA COUNTY, ARIZONA.

By _____
Chairman

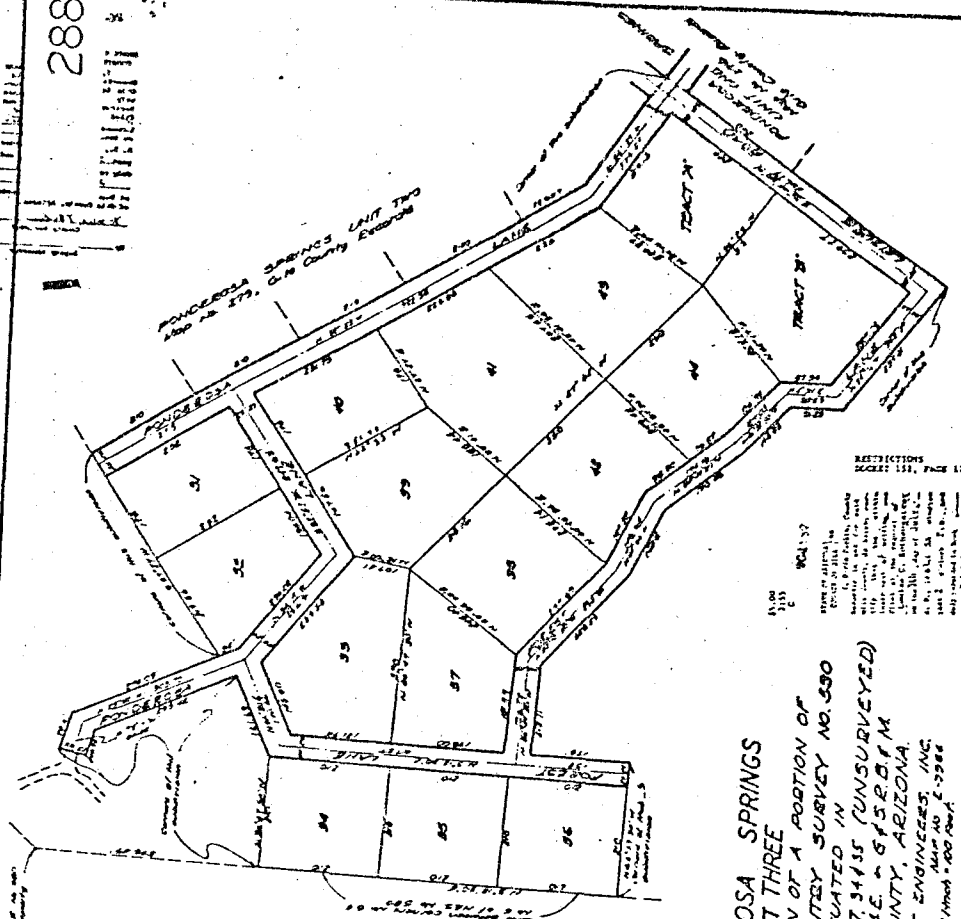
Albert J. Hunt, City Clerk

CERTIFICATE

This is to certify that the survey and subdivision of premises described
and platted herein was made under my direction during the month of
April, 1965.



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**PONDEROSA SPRINGS
UNIT THREE**
A SUBDIVISION OF A PORTION OF
HOMESTEAD ENTRY SURVEY NO. 530
SITUATED IN
SECTIONS 26 & 27, T. 14 N., R. 12 E., G.P.M. 6452 (UNSURVEYED)
GILA COUNTY, ARIZONA.
MOLMOQUIST ENGINEERS, INC.
JOB NO. 1181
Scale: 1 inch = 100 feet

RESTRICTIONS
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1. The plat of the subdivision of the premises described herein shall be subject to the restrictions, covenants, conditions and provisions hereinafter set forth, which shall run with the land and bind the heirs, assigns and all persons claiming under the same.

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5. The plat of the subdivision of the premises described herein shall be subject to the restrictions, covenants, conditions and provisions hereinafter set forth, which shall run with the land and bind the heirs, assigns and all persons claiming under the same.

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 on any part of a whole lot or parcel. ... shall, for the purpose of these restrictions, be considered as one parcel or lot or part.

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 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, dance or athletic 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 when such lots shall be a lot or parcel and the adjacent part of a lot or parcel in such common 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 ...

... covenants, conditions, stipulations and restrictions ... *July* ... at which time said covenants, conditions, stipulations and restrictions shall be a conclusively amended ...

... shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations and restrictions, it shall be lawful for any person or persons owning any said property situated in said ... to prosecute proceedings at law or in equity against all persons ... or threatening or attempting to violate any such covenants, conditions, stipulations and restrictions and either to prevent ... or to 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.

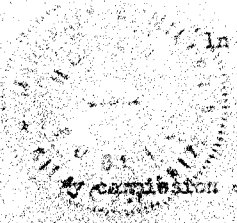
In WITNESS WHEREOF, we have hereunto set our hands this 2nd day of July, 1963.

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.