

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 PONDEROSA SPRINGS UNIT 5, a subdivision of part of a portion of Homestead Entry Survey No. 500, situated in Tonto National Forest in Sections 26, 27, 34 and 35, unsurveyed, T. 10 $\frac{1}{2}$ 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, Map No. 319.

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, 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 43,560 square feet area.

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

No lot or parcel shall be re-subdivided into any lot or parcels that contain less than 21,780 square feet 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; EXCEPT for public

utilities, in which event the remaining portion of said lot or parcel shall, for the purpose of this provision, be deemed as a whole lot or parcel; PROVIDED, that this restriction shall not prevent the conveyance of a part of a lot or parcel to an adjacent owner of a whole lot or parcel, after which time said whole lot or parcel and said 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 moved or placed 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.

Property owners may use their lots or parcels for camping; PROVIDED, that they maintain the premises in such a manner as is not to render the same unsanitary, unsightly, offensive or detrimental to any adjacent property or occupants thereof or any other property or occupants within the Ponderosa Springs development.

Toilets or sanitary facilities shall be erected or provided on each lot or parcel prior to any residential structure, building, trailer or camping facilities being placed or erected upon any lot or parcel and after placement upon premises shall be maintained in such manner so as not to be unsanitary, unsightly, offensive or detrimental to any adjacent property or occupants thereof or any other property or occupants within the Ponderosa Springs development; 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 obnoxious or offensive purposes, nor for a hotel, boarding house, sanitarium,

hospital, nor for the care, lodging or entertainment of a business enterprise for and of 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 hinderance to the use of any part of said subdivision or any portion of the Ponderosa Springs development 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 two (2) 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 or any portion of the Ponderosa Springs development.

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 John W. Morris and Clara Morris, his wife, their heirs, executors, administrators and assigns shall have the right to transport water to any portion of H.E.S. No. 580 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, wherever 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 H. 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 parcel owners in said subdivision exceeds one-half (1/2) of the lots or parcels in said subdivision.

Deeds of conveyance for said property or any portion thereof may contain the above covenants, conditions, stipulations and restrictions by referring to this document, but whether or not such reference is made in such deeds, each and all of these covenants, conditions, stipulations and restrictions shall be binding on the respective Grantees.

The foregoing covenants, conditions, stipulations and restrictions run with the land and shall be binding on all parties and all persons claiming under them until July 6, 1995, at which time said covenants, conditions, stipulations and restrictions shall be automatically extended for successive periods of Ten (10) years each; UNLESS by vote of a majority of the then owners of lots or parcels in said subdivision it is agreed to change the same covenants, conditions, stipulations and restrictions in whole or part.

If there 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 real property situated in said subdivision to prosecute proceedings at law or in equity against all persons violating or threatening or attempting to violate any such covenants, conditions, stipulations and restrictions and either to prevent him or them from doing so or recover damages or other dues for such violations.

Invalidation 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 7th day of July, 1965.

John W. Morris
JOHN W. MORRIS

Clara Morris
CLARA MORRIS

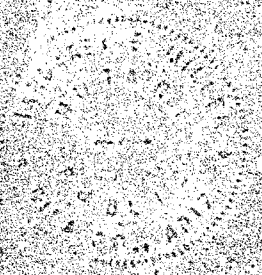
STATE OF ARIZONA }
COUNTY OF GILA } ss.

On this the 7th day of July, 1965, 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.

Walter C. Miller
Notary Public

My commission expires: March 21, 1969



(5)

STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of Phoenix Title and Trust Company
Date AUG. 5, 1965 Time 11:10 A. M. Docket 180 Official Records Page 139
Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.
BORIS PARKIN, County Recorder
By Elizabeth Kempter Deputy.

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