

**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 Board of Supervisors  
of GILDA COUNTY, ARIZONA, a certain plat of land, to-wit: a portion of the  
SECTION 26 & 27, T10N, R14E, S15R, GILA COUNTY, ARIZONA, and the same is  
more fully described in the plat of land which is attached to this certificate  
and that each lot, acre and subdivision of the said tract of land shall be the same  
as such respectively are set out in the plat of land which is attached to this certificate  
for the public use and benefit of the said county, to-wit: the same as the same  
above described premises, to-wit: the plat of land which is attached to this certificate  
IN WITNESS WHEREOF, John W. Harris, and Chas. Harris, his wife, at mine  
own hand and their hand this \_\_\_\_\_ day of \_\_\_\_\_, 1965.

John W. Harris, Owner  
Chas. Harris, Owner

**ACKNOWLEDGEMENT**

State of Arizona  
County of Gila

On this the \_\_\_\_\_ day of \_\_\_\_\_, 1965, before me, the undersigned  
a Notary Public in and for the State of Arizona, personally appeared John W. Harris and Chas. Harris, the undersigned  
as the persons whose names are subscribed to the foregoing instrument and  
acknowledged to me that they executed it for the purposes and contents  
herein contained.

IN WITNESS WHEREOF, I have 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

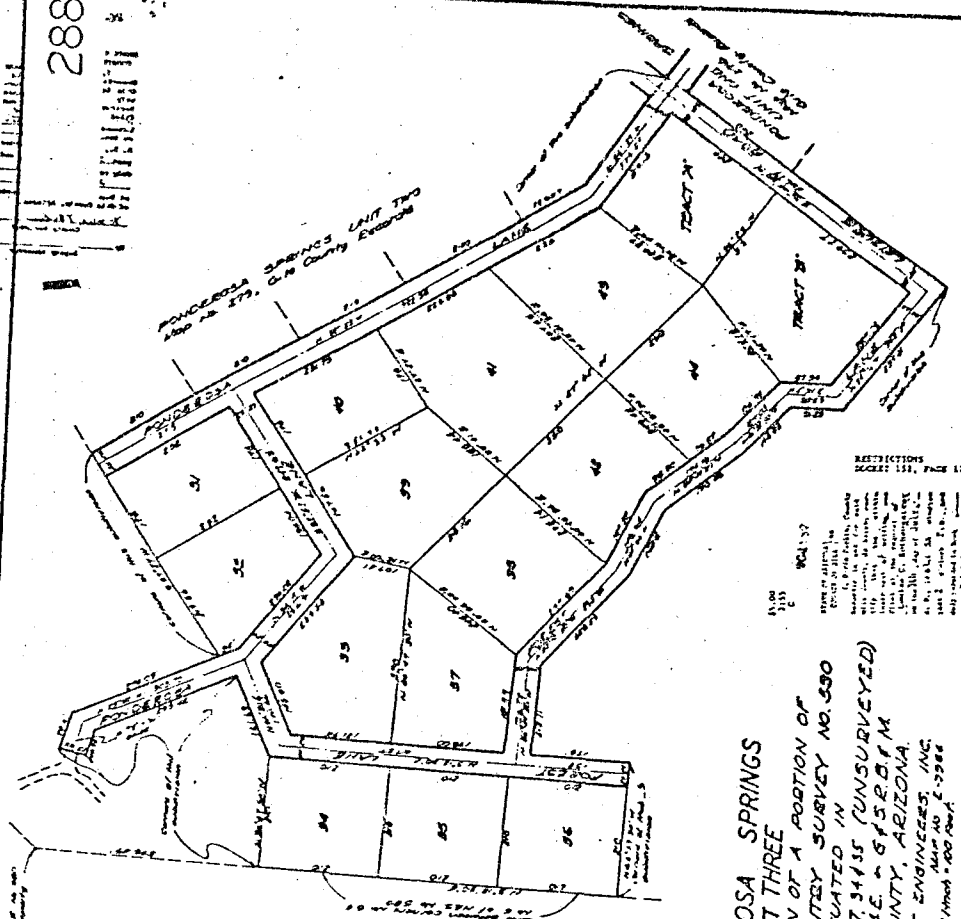
Albert J. Hunt, City Clerk

**CERTIFICATE**

This is to certify that the survey and subdivision of premises described  
and plat of land hereon 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. 590  
SITUATED IN  
SECTIONS 26 & 27, T10N, R14E, S15R (UNSURVEYED)  
GILA COUNTY, ARIZONA.  
MOLMOQUIST ENGINEERS, INC.  
JOB NO. 1181  
Scale: 1/4" = 100 Feet

RESTRICTIONS  
PAGE 177

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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 PANDORA SPANOS, UNIT 3, a subdivision of part of a portion of Homestead Entry Survey No. 510, situated in Ponto 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 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 subdivided into any lot or parcel which contain less than 21,710 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; 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 not 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, religious or educational 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 other purpose.

...; PROVIDED, that such restriction 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 said whole lot or parcel and the adjacent part of a lot or parcel in such conveyance 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 on 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.S.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 ...  
...restrictions shall be binding to the respective grantees.

...covenants, conditions, stipulations and restrictions ...  
...shall be binding on all parties and all persons claiming ...  
...thereunder. *July* 1912, at which time said covenants, conditions, ...  
...stipulations and restrictions shall be a continuing expense for successive ...  
...periods of ten (10) years each; \$1000 by rate of a security of the same ...  
...for each lot or parcel 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 lawful for any person or persons owning any said 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 likewise 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.

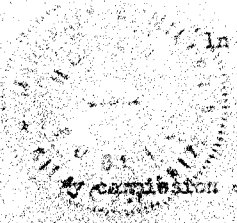
In WITNESS WHEREOF, we have hereunto set our hands this 2<sup>nd</sup> day of July, 1963.

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

STATE OF ARIZONA )  
                          ) SS.  
COUNTY OF GILA )

On this the 2<sup>nd</sup> 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.