

UTILITY EASEMENT

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, Transamerica Title Insurance Company, an Arizona corporation, as Trustee (hereinafter called "Grantor") does hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement ten (10) feet in width, to construct, operate and maintain electric lines and appurtenant facilities upon, across, over, and under the surface of the premises hereinafter described.

The premises through and across which this easement is granted are situated in Gila County, Arizona, and are described as follows:

The Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section Thirty-One (31) and the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Thirty-Two (32), Township Twelve (12) North, Range Eleven (11) East of the Gila and Salt River Base and Meridian, Gila County, Arizona.

Said Easement to be Five (5) feet on each side of the following described Centerline.

Commencing at the Southeast Corner of above said Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section Thirty-One (31); thence North 89° 55' 30" West, along the South Line of said Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section Thirty-One (31), 209.13 feet to the point of beginning; Thence from said point of beginning North 70° 23' 50" East 353.11 feet; thence North 42° 56' 10" East 303.23 feet; thence North 28° 42' 10" East 673.99 feet; thence North 42° 27' 30" East 357.06 feet.

Together with the rights to install and maintain necessary downguys.

Together with the right to operate, repair, replace, maintain, and remove said lines and appurtenant facilities from said premises; to add to or alter said lines and/or facilities at any reasonable time, and to trim or remove any trees or shrubs that in the judgment of the Company may interfere with the construction or endanger the operation of said lines and/or facilities, with access to said easement and egress therefrom to permit normal operations of the Company in connection with said lines and/or facilities, and to permit the installation of the wires, cables of any other company with the consent of this easement.

any trees or shrubs that are in the operation of said lines and/or facilities, with access to said easement and egress therefrom to permit normal operations of the Company in connection with said lines and/or facilities, and to permit the installation of the wires, fixtures, conduits, or cables of any other company within the boundaries of this easement.

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure or drill any well within the limits of said easement, nor shall Grantor plant or permit to be planted any trees within the limits of said easement without the prior written consent of the Company; provided, however, Grantor shall have the right to construct and erect fences within the limits of said easement in a manner which will not unreasonably interfere with the Company's right of access to its lines and/or facilities.

By accepting this easement, the Company agrees to exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon.

IN WITNESS WHEREOF, the TRANSMERICA TITLE INSURANCE COMPANY, as Trustee, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized this 31st day of May, A.D., 1966

TRANSMERICA TITLE INSURANCE COMPANY, as Trustee
by [Signature]
Trust Officer

STATE OF ARIZONA ss.
County of Maricopa

Before me this 31st day of May 19 66, personally appeared A. D. MATTSOON, who acknowledged himself to be a Trust Officer of the TRANSMERICA TITLE INSURANCE COMPANY and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as Trustee, by himself as such officer.

[Signature]
Notary Public

My commission will expire: 4/2/68
FORM C-126

Notary Public

My Commission Expires:

STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of Arizona Public Service Company

Date June 14, 1966 Time 9:45 A. M., Docket 191 Official Records Page 469.

Records of Gila County, Arizona.

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

DORIS PARKIN, County Recorder

By [Signature] Recorder.

287704

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona Corporation, as trustee, being the owner of the following described property:

Lots 1 thru 32 inclusive, BONITA CREEK, according to the plat of record in the office of the County Recorder of Gila County, Arizona, recorded October 6, 1969 as Map No. 408 .

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. All of the said lots shall be known and described as single family residential lots.
2. None of the said lots shall be resubdivided into smaller lots or conveyed or encumbered in less than the full original dimension of such lot, providing that this restriction shall not prevent the conveyance or encumbrance of, or resubdividing of lots or parts of lots by the subdivider, PUTMAN-GRAHAM PROPERTIES, without reservation, when the conveyance, encumbrance or subdividing of lots or parts of lots will permit a better utilization of the land, stream frontage or terrain. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any such lot shall, for the purpose of this provision, be treated as a whole lot. Nothing contained herein shall prevent the subdivider from resubdividing into smaller parcels any lot or parts thereof, when considered necessary to better utilize the land, terrain or stream frontage; to the extent of increasing the number of lots if necessary.
3. No structure shall be built on, over or across any of the easements shown on the plat of BONITA CREEK.

4. No building except one single-family residence, a private garage or carport, and a structure to serve as a stable or hobby room, shall be erected, maintained, placed or permitted on any lot, except for lot 4. Such stable shall be of a design harmonious with the other structure or structures upon said lot, and no use of used or inferior materials shall be permitted. Any quarters for servants or guests must be in an integral part of said residence.

5. No building whatsoever shall be erected on any of said lots until a dwelling house shall have been erected. No garage, stable, hobby room or other building shall be used for residential purposes.

6. No dwelling house having a ground floor area of less than seven hundred (700) square feet, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any of said lots, except lot 4. No dwelling house or building may be erected closer than twenty-five (25) feet from front lot line and closer than fifteen (15) feet from side lot line. Lot No. 4 is permitted one trailer house with a ramada completely covering same. Lot 4 is subject to all other restrictions contained herein.

7. The maintenance of horses and the physical facilities for the same shall be maintained by lot owner in a clean, neat, orderly fashion in accordance with prevailing custom, usage, and Health Department Standards so that such facilities shall not become a nuisance to the remaining lot owners in said BONITA CREEK. Any such physical facilities for the maintenance of horses must be maintained at a minimum distance of seventy (70) feet from the front property line and a minimum of thirty (30) feet from rear or side lines. None of said lots or any portion thereof shall ever be used for commercial animal husbandry. A maximum of four (4) horses shall be maintained on each lot.

8. Plans, including architectural designs, dimensions and class of materials to be used for the proposed structures must be submitted to, and have the approval of the subdividers before any

construction is undertaken. On building sites which slope in one or more directions, a ground plan showing the foundation elevation in relation to the finished ground line may be necessary also. Following are minimum requirements.

- a. Architectural plans will include design and class of materials to be used. This will involve floor plans, a perspective sketch, or simple front and side elevations, and construction details for foundation, sills, size and spacing of floor joists, framing, roof pitch, size and spacing of rafters, electrical wiring, flue construction, etc.
- b. Simplicity of architectural design; good proportions; and an appearance of naturalness to the forest setting are desired in the completed structure. Ornate, elaborate, pretentious or showy structures; or parts thereof, will be unacceptable. Minimum square footage is to be 700, exclusive of carports, storage or other out buildings.
- c. Continuous foundations are required which may be of solid, native rock, masonry, solid concrete, or concrete with native rock veneer. Pier footings with masonry or rock veneer wall between piers is acceptable. Foundations will rest on good footings and extend not less than 12 inches below the ground, unless set on solid rock. Preferred height above ground is 12 inches, and the maximum allowable height is 20 inches. Care is necessary in the selection of building sites to keep grading to a minimum. Screened vents shall be provided in the foundation. 16 to 19 gauge galvanized wire cloth with 1/4" to 1/3" mesh in metal frames of 24 or 26 gauge galvanized sheet steel are ideal.
- d. No building will be built closer than 50 feet to bank of stream.
- e. Exterior walls and porches may be of peeled logs, either round, sawed or hewed; hand split shakes or burnt adobe; log siding; peeled slabs; rough lumber; or native stone. The use of bright-colored mortar or stucco, corrugated iron or tar paper will not be approved. Stains are preferable to paints for outside wood surfaces. The natural wood color may be retained or stains may be colored to produce a neutral brown or weathered gray. Where paint is required, soft browns and grays are preferred. Window and door casings and other outside trim must harmonize with the background and should not present strong contrasts.
- f. Chimneys must extend to a solid ground foundation with adequate footing and must be of fireproof construction lined with flue tile or fire brick, unless a fireplace of the prefabricated metal type is used. All exposed surfaces must be in keeping with the exposed building foundations.
- g. Roofs of the car-roof or shed-type are prohibited. The following roof coverings are acceptable; shakes, shingles and prepared roofing shingles, preferable of fire-resistant material. Tin, corrugated iron, sheet metal, flat-roll roofing or tar paper will not be permitted. Bright color schemes are unacceptable; roof colors must harmonize with the walls.
- h. All plumbing to be modern inside-type, connected to inside connections below ground surface and to cesspool and septic tank. All ground water sources, such as wells and springs, should be adequately protected from sources of contamination. Septic Tanks, sewers, and sub-surface pits must be located at least 100 feet downgrade from water supplies and not less than 50 feet from live streams.

- i. Fly-tight metal containers will be required for the storage of garbage and refuse pending removal and disposal. Garbage and refuse will be disposed of in accordance with State Sanitary Regulations.
 - j. Spark arrestors shall be installed on chimneys. The roofs of all buildings shall be kept clear of leaves and other inflammable material. All heating systems shall be so installed as to eliminate the danger of fire therefrom.
 - k. Camp fires are prohibited except in prepared fireplaces which have been approved by the Forest Supervisor or his representatives.
 - l. In landscaping, the desire is to preserve the natural forest conditions to the fullest extent possible. Tree pruning and clearance will be held to the minimum. Walks should be gravel or native stone; and the use of painted or white-washed rocks or trees and other types of "decorations" foreign to the natural environment avoided.
 - m. No rental units permitted, each forest lot is limited to one single-family residence, guest house, barns, etc.
 - n. No business will be permitted.
 - o. No house trailers permitted, except lot 4.
 - p. Stream frontage will be considered as an easement for the use and enjoyment of all property owners residing within the 160 acres of the original BONITA CREEK HOMESTEAD. Fencing off or obstructing the use of Bonita Creek, to deny the use of the waters or stream banks for lawful fishing for those owners stipulated herein is prohibited.
9. No clothes lines, washing machines or other appliances may be maintained in front of dwelling houses.
10. No noxious or offensive activity shall be carried on upon any lot. No servicing, repairing, storing, buying, selling or commercial business of any nature shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the community.
11. All corral fences and fences surrounding said lot areas shall be of woven wire, pipe or wood material, and kept in good repair at all times.
12. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or on any building erected thereon, other than one sign not larger than 12" by 18" indicating that the property is for sale or for rent, with wording limited to "For Sale" or "For Rent", and the name and address and telephone number of the owner or agent, and the words "Inquire Within"; provided, however, that the subdividers and their agents may erect and maintain signs advertising for the sale of lots in said subdivision.

13. It is expressly understood and agreed that the said BONITA CREEK has been platted and laid out as a choice and attractive residential district, and that these covenants and restrictions are made for the benefit of the lots herein described, and are to run with the land and shall insure to the benefit of and be binding on all of said lots until January 1, 1990, at which time such covenants shall be automatically extended for successive periods of five years each, unless by a majority vote of the then individual property owners it is agreed to change the said covenants in whole or in part.

14. If any person shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1990, or such time later as may be set up by the provisions of the paragraph preceding this one, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or their due for such violation.

15. The failure of any landowner or the subdivider to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the subdivider or such landowner. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction, and damages awarded against such violator, provided, however, that a violation of these restrictive covenants, or any one of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record upon said lots or any part thereof.

16. The Company shall have the right to transfer to any other corporation, person or partnership all of its rights and obligations hereunder. Upon such transfer and the assumption of such obligations by the transferee, the Company shall have no further obligations hereunder.

17. Should any of the covenants or stipulations hereing be held invalid or void, such invalidity or voidness of any of the covenants shall not affect the rest of the instrument or any valid covenants herein contained.

18. The breach of any of the foregoing restrictive covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage or other encumbrance made in good faith for value as to any lot or portions of lots, but these restrictive covenants, conditions and restrictions shall be binding upon and be effective against any such mortgagee or encumbrance holder, whose title thereto or whose grantor's title is or was acquired by foreclosure, judicial sale or otherwise.

IN WITNESS WHEREOF, TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, has hereunto caused its corporate seal to be affixed and the name to be attested by the signature of its duly authorized officer this 12th day of September 1969.

TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, as Trustee
By: [Signature]
Trust Officer

STATE OF ARIZONA)
County of Maricopa) ss

On this 12th day of September, 1969, before me, the undersigned Notary Public, personally appeared Ernest Durrant who acknowledged himself to be the Trust Officer of TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as Trustee, by himself as such officer.

[Signature]
Notary Public



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Transamerica Title Insurance Company of Arizona

STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of
Date Oct. 7, 1969 Time 2:15 P. M. Docket 273 Official Records Page 339
Records of Gila County, Arizona.

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

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PAGED

DORIS PARKIN, County Recorder

By [Signature] Deputy