

DECLARATION OF RESTRICTIONS

Trust No. 6198

KNOW ALL MEN BY THESE PRESENTS:

That AMTITILE TRUST COMPANY, of Arizona, an Arizona corporation, as Trustee, being the owner of all the following described premises, situate within the County of Gila, State of Arizona, to-wit:

Lots 24 through 49, inclusive, ELLISON CREEK ESTATES UNIT TWO, Gila County, Arizona according to the Official Plat of File in the Office of the County Recorder of Gila County, Arizona, in Map File, Map No. 533.

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express 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 lots and parcels shall be used for residential purposes only and no business or occupation for gain shall be maintained upon any part of said lots or parcels.
2. Only one single family residence, guest house, garage and other customary buildings maybe placed, erected or maintained on any lot or parcel; PROVIDED, however, that in no event shall any residence of any type be placed, erected or maintained upon any lot or parcel if said lot or parcel measures less than one net acre or 43,560 square feet in area.
3. No business or occupation for gain shall be maintained on any lot or parcel. No lot or parcel shall be used for any obnoxious or offensive purposes, nor for a hotel, boarding house, sanitarium, hospital, nor for 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 any lot or parcel or adjacent lot or parcel, or which might constitute a nuisance or hindrance to the use of any part of Ellison Creek Estates Unit Two, or any adjacent property.
4. No building or structure shall be erected, placed or maintained on any lot or parcel having an exterior of any type of roofing material, EXCEPT wood shake shingles.
5. Trailers, campers, and mobile homes, originating from factory or commercial manufacturer of all metal construction, may be placed erected or maintained on any lot or parcel, PROVIDED, they are neatly and adiquately maintained so as not to be a nuisance or detriment to any lot or parcel or the occupancy of any lot or parcel in Ellison Creek Estates Unit Two.
6. Property owners may use their lots or parcels for camping, PROVIDED, that they maintain the premises in such a manner so as not to render the same unsanitary, unsightly, offensive or detrimental to any adjacent property or occupants or any other property or occupants in Ellison Creek Estates Unit Two.

7. A toilet or sanitary facility shall be provided on any lot or parcel prior to any structure, building, trailer, camper or camping facility is placed, erected or maintained upon any lot or parcel and after placement upon premises shall be detrimental to any adjacent property or unsightly, offensive or detrimental to any adjacent property or occupancy or any other property or occupants in Ellison Creek Estates Unit Two.
8. Livestock shall be limited to two (2) animals per acre and fowl to a reasonable number for domestic purposes only. All livestock shall be kept in corrals and all fowl in houses with fenced runs and either or both shall be situated, placed or erected and maintained so as not to be unsanitary, unsightly, offensive or detrimental to any adjacent property or occupation or any other property or occupants in Ellison Creek Estates Unit Two.
9. The development, pumping and use of water produced upon any lot or parcel shall be restricted to the private and domestic use of the owner or occupant thereof; PROVIDED, however, the subdivider or Beneficiaries of Ellison Creek Estates Unit Two, their successors or assigns reserve the right to transport water to any portion of Ellison Creek Estates Unit Two.
10. No lot or parcel shall be re-subdivided, PROVIDED, however, that this restriction shall not prevent the conveyance of a part of a lot or parcel to any adjacent owner of a whole lot or parcel and the adjacent part of a lot or parcel in such common ownership, for the purpose of these restrictions, be considered as one residential lot or parcel.
11. Arizona Public Service and/or Mountain States Telephone Company or their successors or assigns shall have the right to construct and maintain conduits, poles, wire and fixtures along the road right-of-ways and to place down guy-wires on any lot or parcel property line in Ellison Creek Estates Unit Two. Any lot or parcel is subject to the right of ingress and egress to employees of said utility companies to trim any trees which at any time may interfere or threaten to interfere with the maintenance of said services.
12. Except for purposes of actual construction upon such lot or parcel, no stone, sand, gravel or soil shall be removed from any lot or parcel; PROVIDED, however, that the developer or Beneficiaries of Ellison Creek Estates Unit Two, their successors or assigns, in carrying out the improvements, installation of public utilities, and to do any and all necessary things to complete the general plan of improvement and development, shall have the right of ingress and egress upon all lots and parcels for this purpose.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said property until May 11, 1998, at which time said covenants shall be automatically extended for successive periods of Ten (10) years each, unless by a vote of a majority of the then owners of said subdivision to change the said covenants in whole or in part. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document but whether or not such reference is made in such deeds or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court or competent jurisdiction and damages awarded against such violator; PROVIDED however, that a violation of these restrictive covenants or any one or more of them shall not effect the lien of any mortgage now of record or which may be placed of record upon said lots or any part thereof.

Should any of these restrictive covenants be invalidated by law, regulations or court decree, such invalidity of any such restrictive covenant shall in no way affect the validity of the remainder of the restrictive covenants.

IN WITNESS WHEREOF, the AMTILE TRUST COMPANY, of Arizona, an Arizona corporation, as Trustee, has hereunto caused its corporate name to be signed, its corporate seal affixed and the same to be attested by the signature of its duly authorized officer, this 21, day of July, 1975.

AMTILE TRUST COMPANY, an Arizona corporation,
as Trustee

BY: [Signature]
L. VERDE RHUE, Trust Officer

STATE OF ARIZONA)
County of Maricopa) ss

Before me this 21st day of July, 1975, personally appeared L. VERDE RHUE, who acknowledged himself to be Trust Officer of the AMTILE TRUST COMPANY, of Arizona, 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

3 11 75
My commission expires

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1175
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389614

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

Date July 23, 1975 Time 11:15 A. M., Docket 382 Official Records Page 386
Records of Gila County, Arizona.

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

[Signature]
County Recorder
1175
1175

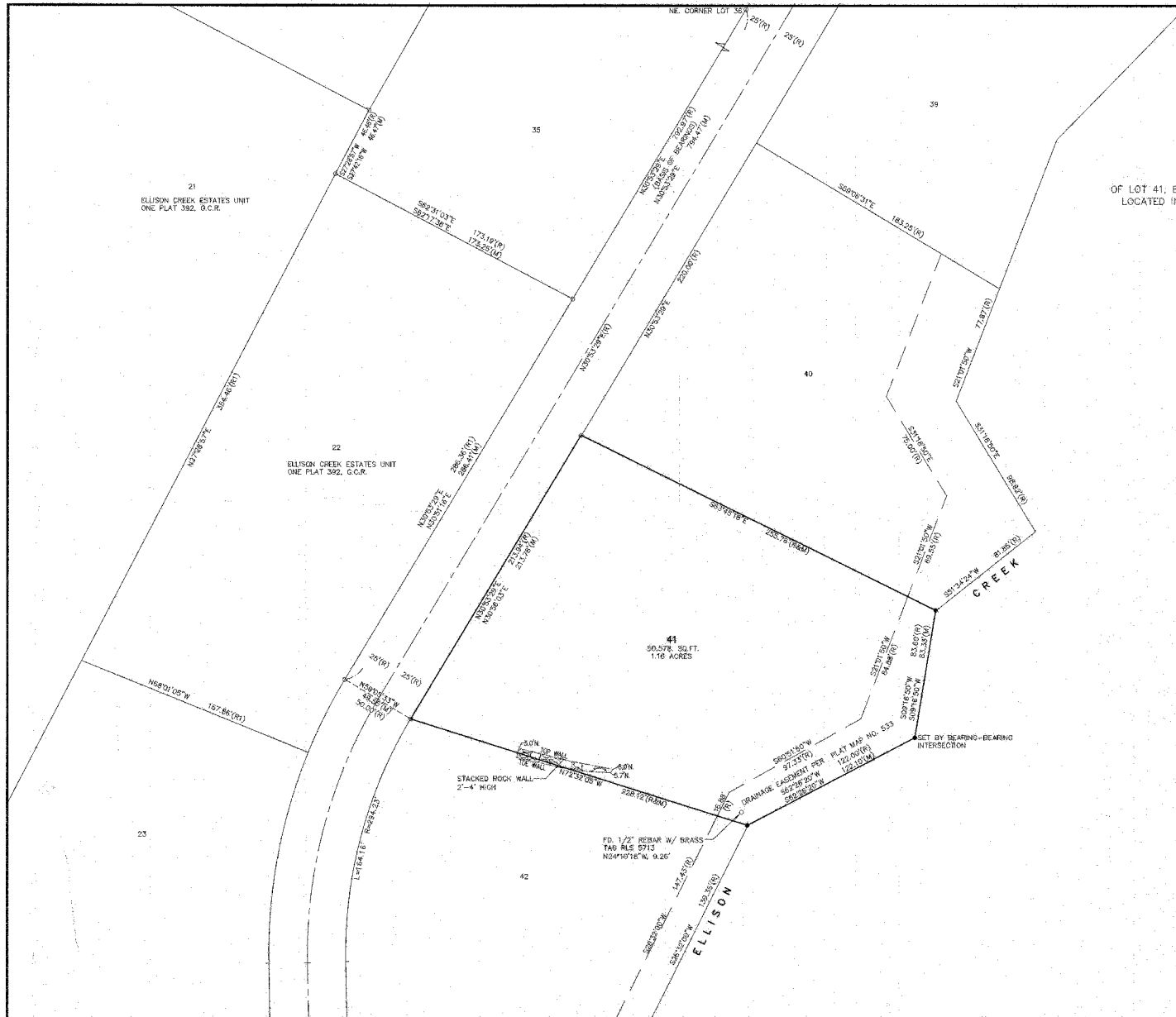
INDEXED

DORIS PARKIN, County Recorder

EAGED

By [Signature] Deputy.

4080



State of Arizona, County of Gila
 I hereby certify that the within instrument
 was filed and recorded at the request of
Donald Isaacson
 Date **4/28/12** Time **2:30** Map No. **4080**
 Office Recorder Gila County, AZ
 Witness my hand and official seal
 the day and year within above
 Sable Turfetti, Deput
 Gila County Recorder
 Fee # **3012 008175**

RECORD OF SURVEY
 OF LOT 41, ELLISON CREEK ESTATES, UNIT TWO, MAP NO. 533, GILA COUNTY RECORDS,
 LOCATED IN THE NW ¼ OF SECTION 25, TOWNSHIP 11-1/2 NORTH, RANGE 11 EAST
 OF THE GILA & SALT RIVER MERIDIAN GILA COUNTY, ARIZONA.



APPROVED TO RECORD
Donald Isaacson
 GILA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
 Surveyor Responsible For Accuracy

NOTES

1. CURRENT ZONING = SU (GENERAL UNCLASSIFIED)

LEGEND

- (R) = RECORD INFORMATION PER PLAT MAP NO. 533, G.C.R.
- (R1) = RECORD INFORMATION PER PLAT MAP NO. 392, G.C.R.
- (M) = MEASURED INFORMATION THIS SURVEY
- = FOUND 5/8\"/>

CERTIFICATION

This is to certify that this map, consisting of one (1) sheet, heretofore
 represents a survey made under my supervision during the month of
 MAY-JUNE, 2012.



FOR:
 DONALD ISAACSON
 901 W. GLEN EAGLE DR.
 PHOENIX, AZ 85023

EXPIRES: 06-30-2014

NORTHSTAR SURVEYING
 INCORPORATED
 1100 N. BEULINE HWY., SUITE B • PAYSON, ARIZONA 85541 • (929) 474-8645
 PROJECT NO. 12-044

4080