

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

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

Lots Ninety-five (95) to One Hundred Seventeen (117) inclusive, KOHL'S TONTO CREEK RANCH, PLAT FOUR, according to the plat of record in the office of the County Recorder of Gila County, Arizona, at Map No. 218;

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 lots in KOHL'S TONTO CREEK RANCH, PLAT FOUR, shall be known and described as residential lots.
2. All structures on said lots shall be of new construction.
3. No garage or other building whatsoever shall be erected on any of said lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the restrictions as herein contained. Prior to the erection or after the erection of such dwelling house, no garage or other outbuilding shall be used for residential purposes; provided, however, that this restriction shall not prevent the inclusion of guest or servant quarters in such garage or other outbuilding.
4. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single-family dwelling and a private garage.
5. No dwelling house having a reasonable cost of less than \$3,000.00 and having a ground floor area of less than 400 square feet, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any of said lots.
6. None of said lots shall be used for residential purposes prior to installation thereon of water flush toilets, and all bathrooms, toilets, or sanitary conveniences shall be inside the buildings permitted hereunder. Until such time as sewers may be available, all bathrooms, toilets, or sanitary conveniences shall be connected to septic tanks and cesspools constructed in accordance with requirements and standards of County and State laws, rules and regulations and in accordance with sound engineering, safety, and health practices.
7. No structures of any kind shall be erected on the easements reserved for public utilities, as shown on the said plat of KOHL'S TONTO CREEK RANCH, PLAT FOUR.
8. No livestock or poultry shall be kept on any of said lots, and no store, office, or other place of business of any kind and no hospital, sanitarium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon, or other place of entertainment shall ever be erected or permitted upon any of said lots or any part thereof. No business of any kind or character whatsoever, whether of a type previously mentioned or any other type, shall be conducted in, on or from any residence or building on said lots.

9. No structure shall be commenced or erected on any of said lots until the design and location of such structure and the kind of materials to be used in such structure have been approved in writing by MICHAEL MIKOL, or his nominee.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in KOHL'S TONTO CREEK RANCH, PLAT FOUR until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners of the lots in said KOHL'S TONTO CREEK RANCH, PLAT FOUR, it is agreed 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 of 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 affect the lien of any mortgage now of record or which hereafter may be placed of record upon said lots.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The foregoing is a copy of restrictions, conditions and covenants contained in instrument recorded in Docket 100, page 550, records of Gila County, Arizona.