

# ELLISON CREEK ESTATES UNIT ONE

A SUBDIVISION OF A  
PART OF SECTIONS 25 & 26  
T114N. R11E. S7G. S.R.B.F.M.  
GILA COUNTY, ARIZONA

MOLARQUIST AND KING  
708 N. 28th ST. PHOENIX, ARIZONA  
MAP OR E-10655

### DEDICATION

State of Arizona } ss  
County of Gila

That the undersigned, as Trustee, do hereby dedicate to the public use of the State of Arizona, all area of these presents:

That the undersigned, as Trustee, do hereby dedicate to the public use of the State of Arizona, all area of these presents: ...

I, JAMES G. WATSON, Trustee of the Ellison Creek Estates of Arizona, as Trustee, do hereby certify that this map, map or plan, and its contents were prepared by a duly authorized and duly qualified surveyor, to-wit: ...

WITNESS MY HAND AND SEAL OF OFFICE, THIS 15th DAY OF SEPTEMBER, 1968.

### ACKNOWLEDGMENT

State of Arizona } ss  
County of Maricopa

On this 14th day of September, 1968, before me, the undersigned officer, personally appeared ...

My Commission expires ...

### APPROVAL

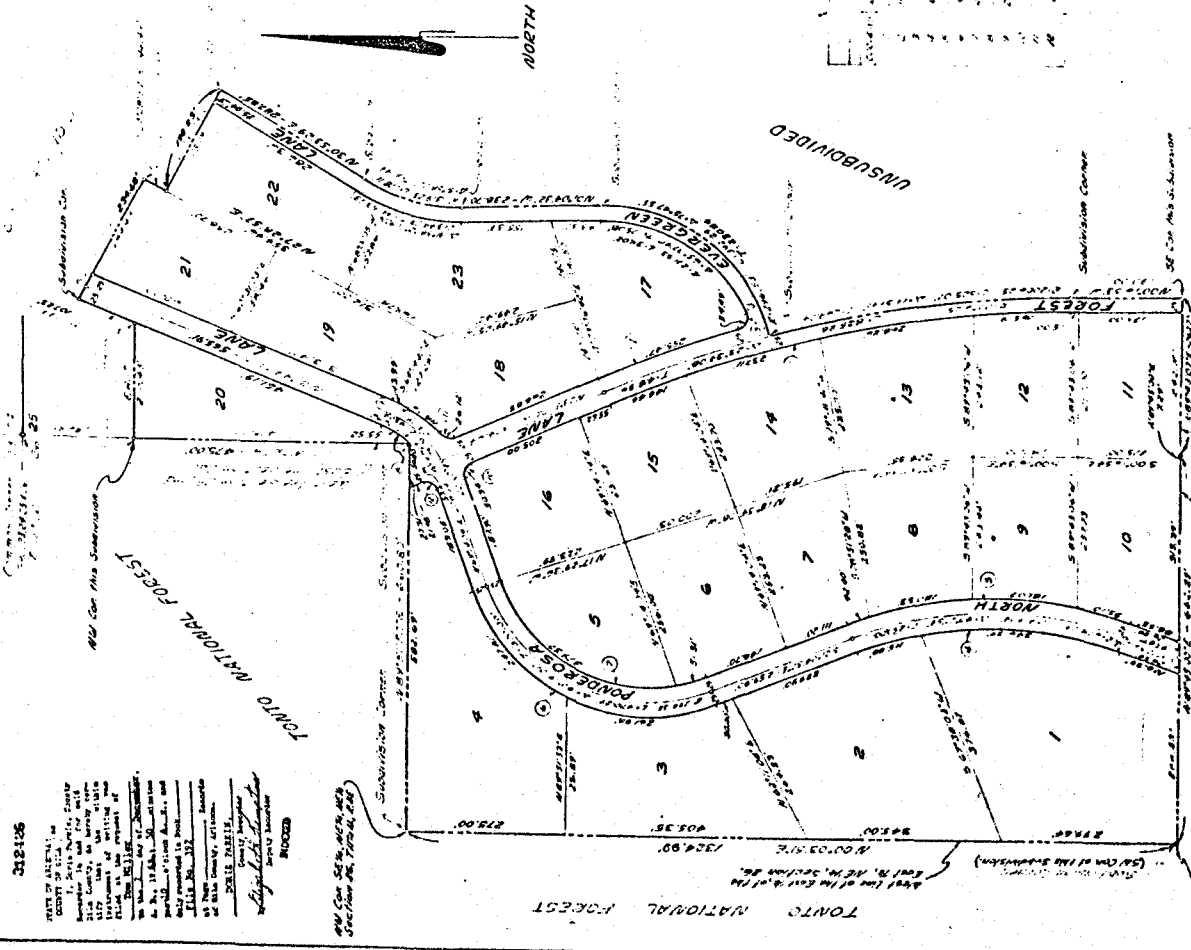
This map of ELLISON CREEK ESTATES UNIT ONE was prepared for recording this 14th day of September, 1968.

By: ...  
Board of Surveyors  
Gila County, Arizona

### CERTIFICATE OF SURVEY

This is to certify that the survey and subdivision of the premises described and plotted herein were made under my direction during the month of October, 1968.

Surveyor: ...



CURVE TABLE

NO.	BEARING	DISTANCE	CURVE DATA
1	N 10° 35' 52" E	1724.90'	...
2	N 02° 03' 51" E	245.00'	...
3	S 71° 03' 52" W	245.00'	...
4	S 02° 03' 51" W	1724.90'	...
5	N 10° 35' 52" W	1724.90'	...
6	N 02° 03' 51" W	245.00'	...
7	S 71° 03' 52" E	245.00'	...
8	S 02° 03' 51" E	1724.90'	...
9	N 10° 35' 52" E	1724.90'	...
10	N 02° 03' 51" E	245.00'	...
11	S 71° 03' 52" W	245.00'	...
12	S 02° 03' 51" W	1724.90'	...
13	N 10° 35' 52" W	1724.90'	...
14	N 02° 03' 51" W	245.00'	...
15	S 71° 03' 52" E	245.00'	...
16	S 02° 03' 51" E	1724.90'	...
17	N 10° 35' 52" E	1724.90'	...
18	N 02° 03' 51" E	245.00'	...
19	S 71° 03' 52" W	245.00'	...
20	S 02° 03' 51" W	1724.90'	...
21	N 10° 35' 52" W	1724.90'	...
22	N 02° 03' 51" W	245.00'	...
23	S 71° 03' 52" E	245.00'	...
24	S 02° 03' 51" E	1724.90'	...
25	N 10° 35' 52" E	1724.90'	...
26	N 02° 03' 51" E	245.00'	...



DECLARATION OF RESTRICTIONS

Trust No. 5538

**KNOW ALL MEN BY THESE PRESENTS:**

That TRANSAMERICA TITLE INSURANCE 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 One (1) through Twenty-three (23), inclusive, ELLISON CREEK ESTATES UNIT ONE, 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. 392.

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 may be 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 One, 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 adequately 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 One.
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 One.

PURSUANT TO SEC. 804 (c), TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, 42 USC 3601, ET SEQ, RESTRICTIONS HEREIN, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN ARE DEEMED QUINTED.

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 maintained so as not to be unsanitary, unsightly, offensive or detrimental to any adjacent property or occupancy or any other property or occupants in Ellison Creek Estates Unit One.
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 occupants or any other property or occupants in Ellison Creek Estates Unit One.
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 One, their successors or assigns reserve the right to transport water to any portion of Ellison Creek Estates Unit One.
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 an 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 One. 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, granite or soil shall be removed from any lot or parcel; PROVIDED, however, that the developer or Beneficiaries of Ellison Creek Estates Unit One, 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 affect the lien of any mortgage now of record or which may be placed of record upon said lots or any part thereof.

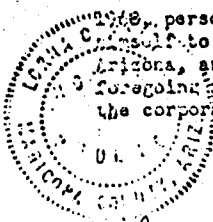
Should any of these restrictive covenants be invalidated by law, regulations or court decree, such invalidity of any such restrictive covenant shall in no way affect the validity of the remainder of the restrictive covenants.

IN WITNESS WHEREOF, the TRANSAMERICA TITLE INSURANCE COMPANY, of Arizona, an Arizona corporation, as Trustee, has hereunto caused its corporate name to be set in its corporate seal affixed and the same to be attested by the signature of its duly authorized officer, this 11 day of December, 1968.

TRANSAMERICA TITLE INSURANCE COMPANY,  
of Arizona, Trustee.

By: Vincent A. Pellicciolo  
Trust Officer

STATE OF ARIZONA }  
County of Maricopa } ss



Before me this 11th day of December, 1968, personally appeared VINCENT A. PELLICCIOLO who acknowledged himself to be Trust Officer of the Transamerica Title Insurance 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.

Vincent A. Pellicciolo  
Notary Public

July 14 1970  
My commission expires

#221  
3:25  
C

313293

STATE OF ARIZONA, County of Gila, ss:  
I do hereby certify that the within instrument was filed and recorded at request of Transamerica Title Insurance Company of ARIZONA  
Date Dec. 18, 1968 Time 2:25 P. M. Docket 250 Official Records Page 161  
Records of Gila County, Arizona.

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

DORIS PARRIN, County Recorder

By Mary V. DePaolis Deputy.

10-30-12-73  
DePaolis  
65501

GRANT DEED

E. H. SEAVEN and GERTRUDE L. SEAVEN, his Wife, and HARRY J. BAUER and MABEL J. BAUER, his Wife, hereby grant, bargain, sell, convey and confirm unto FLOYD M. PYLE and VERDA E. PYLE, his Wife the following described property:

The West half of the South East quarter of the South West quarter, and the South East quarter of the South West quarter of Section Twenty-four (24); the North West quarter of the North East quarter of the North West quarter; the North West half of the South West quarter and the North West quarter of Section Twenty-five (25); the South East quarter and the North East quarter of the North East East quarter of the North East quarter of the South East quarter of the North East quarter of Section Twenty-six (26), all in Township Eleven and One-half (11 1/2) North, Range Eleven (11) East of Gila and Salt River Base and Meridian in Gila County, State of Arizona.

The Grantors herein reserve to themselves and to their heirs and assigns an easement for road purposes over a strip of land twenty-five (25) feet wide across said property, the center line of which shall be approximately in the same location as the center line of the road which now exists across said property.

This conveyance is made and accepted subject to any and all encumbrances of record in Gila County, Arizona.

IN WITNESS WHEREOF the Grantors have executed this instrument this 2<sup>nd</sup> day of July, 1954.

*Gertrude L. Seaven*  
Gertrude L. Seaven  
*Harry J. Bauer*  
Harry J. Bauer  
*Mabel J. Bauer*  
Mabel J. Bauer

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF LOS ANGELES )

On this 3<sup>rd</sup> day of July, 1954, before me,  
a Notary Public in and for said County, personally appeared  
E. H. SEAVER and GERTRUDE L. SEAVER, his Wife, known to me  
to be the persons whose names are subscribed to the foregoing  
instrument and acknowledged that they executed the same.  
Witness my hand and official seal.

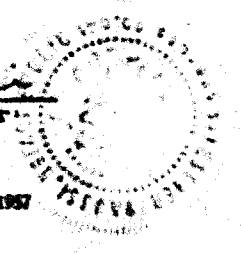
Anthony J. Karl  
Notary Public in and for  
said County and State  
My Commission Expires July 29, 1955



STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF LOS ANGELES )

On this 2<sup>nd</sup> day of July, 1954, before me, Ether Yausse,  
a Notary Public in and for said County, personally appeared  
HARRY J. BAUER and MABEL J. BAUER, his Wife, known to me  
to be the persons whose names are subscribed to the foregoing  
instrument and acknowledged that they executed the same.  
Witness my hand and official seal.

Ether Yausse  
Notary Public in and for  
said County and State.  
My Commission Expires Feb. 23, 1957



STATE OF ARIZONA, County of Gila, ss  
I do hereby certify that the within instrument was filed and received at request of Gila County Abstract  
Company  
Date AUG 9 1954 Time 10:45 A. M. District 13 Official Records Page 452  
Records of Gila County, Arizona.

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

JOSEPH KINSMAN, County Recorder  
Joseph Kinsman

196-29