



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 One (1) to Seventy-two (72) Inclusive, KOHL'S TONTO CREEK RANCH, according to the plat thereof recorded June 20, 1952 in the office of the County Recorder of Gila County, Arizona, in Map File, Map No. 112;

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. The lots in this subdivision, except Lots 56 and 59, shall be conveyed by the Phoenix Title and Trust Company, as Trustee, in units consisting of two or three lots per unit. The unit number and the lots comprising said units shall be determined at the time of such conveyance and will be shown in the deed or agreement for sale. The lots will be so distributed into units so that there will not be over thirty units in said subdivision. After the original conveyance or agreement for sale by the Phoenix Title and Trust Company, Trustee, of each unit, none of said units or lots shall be divided or re-divided in any fashion and all future conveyances or encumbrances of said lots, except necessary conveyances for public utilities, shall include all of the lots in the said unit and shall be conveyed by the unit number as well as the lot number. Any conveyance or attempted conveyance or encumbrance of less than the number of lots in the unit as shown on the original conveyance from the Phoenix Title and Trust Company, Trustee shall be a violation of these restrictions.

2. All of said lots and units in said KOHL'S TONTO CREEK RANCH shall be known and described as residential lots and units.

3. All structures on said lots and units shall be of new construction.

4. No garage or other building whatsoever shall be erected on any of said lots or units 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 out-building 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 out-building.

5. No structure shall be erected, altered, placed or permitted to remain on any of said lots or units other than one detached single-family dwelling and a private garage for each unit.

6. 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 garages.

PURSUANT TO SEC. 804 (C) TITLE VII 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 DELETED OR OMITTED.

if any, shall be erected, permitted or maintain on any of said lots or units.

7. None of said lots or units 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.

8. 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.

9. No livestock or poultry shall be kept on any of said lots or units, 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 units, or any part thereof, and no business of any kind or character whatsoever shall be conducted in or from any residence on said lots or units.

10. No structure shall be commenced or erected on any of said lots or units 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 KIZOL, or his nominee.

11. None of the foregoing restrictions shall apply to any portions of KOHL'S TONTO CREEK RANCH other than Lots 1 through 72 as they are shown on said plat, and all other lands and tracts shown on said plat are exempted from these restrictions.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots or units in KOHL'S TONTO CREEK RANCH until January 1, 1975, 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 units in said KOHL'S TONTO CREEK RANCH 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 units.

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.

COVENANTS CAUSED



JOSEPH KINSMAN, County Recorder.

*Joseph Kinsman*  
By \_\_\_\_\_

2551

DOCKET 5 ~~120~~

AMENDED DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee, did by that certain instrument dated November 4, 1952, and recorded November 6, 1952, in Book 15 of Miscellaneous Records, Page 2 thereof, records of Gila County, Arizona, declare the following-described premises, situate within the County of Gila, State of Arizona, to-wit:

Lots One (1) to Seventy-two (72), inclusive, KOHL'S TONTO CREEK RANCH, according to the plat thereof recorded June 20, 1952, in the office of the County Recorder of Gila County, Arizona, in Map File, Map No. 112;

to be subject to certain express covenants, stipulations, and restrictions as to the use and enjoyment thereof; and

WHEREAS, W. J. ROHMER and JULIA ROHMER, his wife, are now the owners of Lot Fifty-six (56) of said KOHL'S TONTO CREEK RANCH, and WILLIAM C. DURHAM and VIRGINIA DURHAM, his wife, are the owners of Lots Sixty-six (66) and Sixty-seven (67) of said KOHL'S TONTO CREEK RANCH; J. V. GUERIN and ESTHER R. GUERIN, his wife, are the equitable owners of Lots Sixty-three (63), Sixty-four (64), and Sixty-five (65) of said subdivision, the deed to them of said property not having yet been recorded; and JAMES CHIPMAN and MARGARET CHIPMAN, his wife, and W. F. RANOW and HELEN RANOW, his wife, having an equitable interest in Lot Fifty-nine (59) of said subdivision; and PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of all the remaining lots in said KOHL'S TONTO CREEK RANCH; and no other person having an interest in any lots in said subdivision; and said owners

desiring to amend those certain restrictions above described and now existing on said premises by revoking Article 1 of said restrictions so as to permit the sale or encumbrance of single lots if desired by the owners thereof, without said sale or encumbrance being in violation of said restrictions;

NOW, THEREFORE, the undersigned, being all of the owners of or persons having an interest in the following-described premises, situate within Gila County, Arizona, to-wit:

Lots One (1) to Seventy-two (72), inclusive, KOHL'S TONTO CREEK RANCH, according to the plat thereof recorded June 20, 1952, in the office of the County Recorder of Gila County, Arizona, in Map File, Map No. 112;

do hereby declare said premises subject to the following express covenants, stipulations, and restrictions as to the use and enjoyment thereof, and none other, all of which shall 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 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 \$8,000.00 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.

3. 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.

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.

10. None of the foregoing restrictions shall apply to any portions of KOHL'S TONTO CREEK RANCH other than Lots 1 through 72 as they are shown on said plat, and all other lands and tracts shown on said plat are exempted from these restrictions.

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 until January 1, 1975, 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, 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 undersigned, by affixing their signatures hereto, hereby expressly revoke the covenants, stipulations, conditions, agreements, and restrictions contained in that certain Declaration of Restrictions recorded November 6, 1962, in Book 15 of Miscellaneous Records, Page 2 thereof, records of Gila County, Arizona, insofar as the same may conflict with the express covenants, stipulations, and restrictions contained herein, and the parties agree that all improvements heretofore placed on the premises are satisfactory although the same shall not be used as a standard for future construction.

W. J. Rohmer  
W. J. Rohmer

Julia Rohmer  
Julia Rohmer

William C. Durham  
William C. Durham

Virginia Durham  
Virginia Durham

J. V. Guerin  
J. V. Guerin

Esther R. Guerin  
Esther R. Guerin

James Chipman  
James Chipman

Margaret Chipman  
Margaret Chipman

W. F. Rannow  
W. F. Rannow

Helen Rannow  
Helen Rannow

PHOENIX TITLE AND TRUST COMPANY

By Charles S. Voigt  
Vice-President

Attest:





