

FRANK C. BAUER, County Recorder.

By: Paul E. Thilge, Deputy

RESTRICTIVE COVENANTS

DIAMOND VALLEY UNIT ONE

TITLE OF RECORDATION

Recorded on the 26th day of February, 1964, in the office of the County Recorder of the County of Yavapai, State of Arizona, in Docket 315, of Official Records, Page 344.

KNOW ALL MEN BY THESE PRESENTS:

That UNION TITLE COMPANY, an Arizona corporation, as Trustee, being the owner of all of the following described premises, situated within the County of Yavapai, State of Arizona, to-wit:

Lots One (1) through Two Hundred Ninety-nine (299) inclusive, DIAMOND VALLEY UNIT ONE, according to the plat of record in the office of the County Recorder of Yavapai County, State of Arizona, in Book 10 of Maps, page 5.

WHEREAS, the corporation has subdivided or intends to subdivide said protected area and to sell lots and building sites therein, subject to certain protective restrictions, conditions, limitations, reservations and covenants, herein referred to as "Protective Restrictions" in order to insure the most beneficial development in said area, and to prevent any such use thereof;

NOW, THEREFORE, said corporation hereby declares that said protective restrictions are hereby imposed on said protected area, and are as follows, to-wit:

COMMERCIAL AREA COVENANTS:

1. Lots 76 through 78 inclusive; 109 through 111 inclusive; and 154 through 299 inclusive, shall be used for commercial neighborhood retail purposes. All buildings and/or uses shall be devoted to selling in retail trade or providing to the public except that used car lots shall not be allowed. The following restrictions shall also apply to this district:

- a. Second hand merchandise sales prohibited.
- b. Commercial uses restricted to closed buildings except automobile service stations and parking lots.
- c. Noise broadcasting beyond buildings.
- d. Wholesaling prohibited.
- e. Outside storage of materials or supplies prohibited.
- f. Any lighting must be so placed to reflect the light away from lots in residential districts.
- g. No automobile service station pump shall be located closer than 12 feet to a street property line.

2. NUISANCES: No noxious or offensive activity shall be carried on any lot nor shall anything be done herein which may be or may be an annoyance or detriment to commercial development.

3. TEMPORARY STRUCTURES: No structure of a temporary character, porch, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot anytime as a residence either temporarily or permanently.

4. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or any other household pets may be kept provided they are not bred or maintained for any commercial purposes.

5. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Approved incinerators and other equipment for the storage or disposal of such material shall be kept in a clean, dry and sanitary condition. No outside rubbish dumps shall be allowed. Individual owners must haul garbage off the lot within a reasonable time or use a privately owned garbage pick-up service which is available in the area.

6. JUNK: No lot shall be used or maintained as a junk yard or for storing or merchandising of material classified as junk.

7. RESUBDIVIDING: None of said lots shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original divisions or such lots as shown by the recorded plat.

8. APPROVAL OF DESIGN AND LOCATION OF BUILDING: No building or improvement of any kind shall be erected, moved into, or maintained on the premises herein described until the design and location thereof have first been submitted to, and approved by Diamond Valley, Incorporated, a corporation, or upon relinquishment of all lots by said corporation, then a committee elected by the owners of record of a majority of lots in said subdivision. In the event such committee is not in existence, the design shall be in harmony with other buildings in the tract.

DENTIAL AREA COVENANTS:

1. The residential area covenants shall apply to Lots 1 through 79 inclusive; 79 through 108 inclusive, and 112 through 253 inclusive.

2. RESTRICTIONS AGAINST BUSINESS USE: That the Grantee or its assigns, under any conveyance, shall not at anytime conduct, or permit to be conducted on said premises any trade or business of any description, nor shall said premises be used for any other purpose whatsoever except for the purpose of establishing a Water Development Company to serve the Diamond Valley subdivision or for a single family dwelling.

the sale of other properties, other than those described herein shall be placed or permitted on any of the lots unless written approval is first had and obtained from Diamond Valley, Incorporated.

3. APPROVAL OF DESIGN AND LOCATION OF BUILDINGS: No house trailer, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently. No building or improvement or any kind shall be erected, moved into, or maintained on the premises herein described until the design and location thereof have first been submitted to and approved by Diamond Valley, Incorporated, a corporation, or upon relinquishment of all lots by said corporation, then by a committee elected by the owners of record of a majority of lots in said subdivision. In the event that such a committee is not in existence, the design shall be in harmony with other dwellings in the tract. In any case, no dwelling shall have a ground floor area less than 800 square feet. No galvanized metal roofing or siding shall be permitted on dwelling or outside buildings. No asphalt, composition, or plaster board siding shall be permitted on a surface of exterior walls. Exterior surface walls shall be of approved stone, masonry, frame, asbestos siding or building blocks. Interior walls with studs must be sealed. Chimney must have spark arrester vent cap.

4. NOT MORE THAN ONE SINGLE FAMILY DWELLING: with garage or carport, and one guest house shall be built upon any one lot. A guest house as used in this protective restriction is defined as any small structure used exclusively for extending the lodging accommodations for the owner's family or guests, but not including a kitchen or cooking facilities.

5. BUILDING LINE AND SIDE LINE RESTRICTION: No building or improvement of any kind shall be erected on any lot nearer than 25 feet to the front line, nor nearer than 3 feet on the carport side lot line, nor nearer than 5 feet on the structure side lot line. (EXCEPTION) Surface terrain not suitable for construction within the given area, subject to approval by said corporation.

6. RESUBDIVIDING: No lots shall be resubdivided into building plots.

7. SEWAGE DISPOSAL: Pending availability of public sewers, sewage disposal shall be affected by means of individual septic tanks, the type of tank, its construction, location on lot and tile disposal field shall be approved in writing by the said corporation, in addition all septic tanks and disposal fields must be approved by Yavapai County Department of Health. No cesspools or outside toilets shall be permitted.

8. GARBAGE DISPOSAL: No garbage shall be allowed to accumulate for any length of time on any lot. Owners must haul off lots or employ the services of a privately operated pick-up service available in the area.

9. LIVESTOCK AND POULTRY: No livestock and poultry permitted in subdivision (EXCEPTION) Poultry that may be raised for personal

titles subject to restrictions. Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of any mortgage or deed of trust shall thereafter be held subject to all the protective restrictions hereof.

The foregoing protective restrictions shall be binding on all persons and all persons claiming under them for a period of 25 years beginning February 1, 1964, at which time said protective restrictions shall automatically be renewed for an additional period of 25 years, unless two or more of the owners of record, at that time, agree in writing that changes and said changes are made in lawful manner.

Each and all of the protective restrictions shall be enforceable at law or by other forces of action available to the parties involved, or to the corporation or its successors in interest. Invalidation of any one of these protective restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Dated this 14th day of February, 1964.

UNION TITLE COMPANY, as Trustee

By: James J. Karmelich
Senior Trust Officer

Attest: Marion A. Hakes
Assistant Secretary

OF ARIZONA) ss.
County of Maricopa)

On this, the 14th day of February, 1964, before me, personally appeared James J. Karmelich, Sr. Trust Officer and MARION A. HAKES, who acknowledged themselves to be Sr. Trust Officer and Assistant Secretary of the UNION TITLE COMPANY, an Arizona corporation, as Trustee, and that they, as such officers, being authorized by the Board of Directors of the corporation for the purposes therein contained, executed the foregoing instrument by their hands and official seals. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Marie J. Biller
Notary Public

My Commission expires: 9-29-1967

STATE OF ARIZONA, County of Yavapai

2707

I do hereby certify that the within instrument was filed and recorded at the request of Diamond Valley Inc.
on March 11 AD. 1964 at 12:35 o'clock P. M. Book 317 Official Records
Page 7 Records of Yavapai County, Arizona.
WITNESS my hand and official seal the day and year first above written.

FRANK G. SAUER, County Registrar
Thomas Frank Sauer

AMENDMENT TO RESTRICTIVE COVENANTS
DIAMOND VALLEY UNIT ONE

KNOW ALL MEN BY THESE PRESENTS:

That UNION TITLE COMPANY, an Arizona corporation, as Trustee, being the owner of all of the following described premises, situated within the County of Yavapai, State of Arizona, to-wit:

Lots One (1) through Two Hundred Ninety-nine (299) inclusive, DIAMOND VALLEY UNIT ONE, according to the plat of record in the office of the County Recorder of Yavapai County, State of Arizona, in Book 10 of Maps, page 5.

That the Restrictive Covenants heretofore recorded on the 26th day of February, 1964, in Docket 315, page 345, records of Yavapai County, Arizona, are hereby amended by deleting the following provisions, to-wit:

"In any case, no dwelling shall have a ground floor area less than 800 square feet."

appearing on line 11 and ending on line 12, of Paragraph 3 of RESIDENTIAL AREA COVENANTS on the third page of said Restrictive Covenants.

That except for this Amendment, the rest of the provisions of said Restrictive Covenants remain as recorded on February 26, 1964, in Docket 315, page 345 as aforesaid.

IN WITNESS WHEREOF, the UNION TITLE COMPANY, as Trustee, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officers thereunto duly authorized this 10th day of March, 1964.

UNION TITLE COMPANY, as Trustee

By: Thomas Frank Sauer
Senior Trust Officer

Attest: Marie J. Diller
Assistant Secretary

STATE OF ARIZONA) ss.
County of Maricopa)

On this, the 10th day of March, 1964, before me, personally appeared Thomas Frank Sauer and Marie J. Diller, who acknowledged themselves as officers of the UNION TITLE COMPANY, an Arizona corporation, as Trustee, and that they, as such officers, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers. IN WITNESS WHEREOF I hereunto set my hand and official seal.

Marie J. Diller
Notary Public
My Commission expires: 9-29-1967