

STATE OF ARIZONA, County of Yavapai
I do hereby certify that the within instrument was filed and recorded at the request of AMERICAN TITLE & TRUST COMPANY
on May 25 A.D. 1966 at 8:00 o'clock P.M. Book 378 Official Records
Page 409-410-411 Records of Yavapai County, Arizona.
WITNESS my hand and official seal the day and year first above written.

FRANK C. BAUER, County Recorder.
By Evelyn D. Zar Deputy

INDEX

When recorded return to:
American Title & Trust Company
111 West Osborn Rd
Phoenix, Arizona

RESTRICTIVE COVENANTS
DIAMOND VALLEY NO. 9

KNOW ALL MEN, BY THESE PRESENTS:

That AMERICAN TITLE AND TRUST 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 Thousand Four Hundred Fifty-Four through One Thousand Six Hundred Fifty-Seven, inclusive, and Tracts M and N Diamond Valley No. 9 according to the plat of record in the office of the County Recorder of Yavapai County, State of Arizona, in Book 11 of Maps, Page 92.

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:

RESIDENTIAL AREA COVENANTS:

1. The residential area covenants shall apply to Lots 1454 through 1489 inclusive, 1497 through 1522 inclusive, 1524 through 1566 inclusive, 1572 through 1598 inclusive, 1606 through 1641 inclusive;

2. RESTRICTIONS AGAINST BUSINESS USE: That the Grantee or Grantees, under any conveyance, shall not at any time 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 unit. No Real Estate Business or Office or signs or other forms of advertising or a Real Estate Business or Office or signs advertising 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 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 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. 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 buildings 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 written approval by Diamond Valley, Incorporated.

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 pickup service available in the area.

9. LIVESTOCK AND POULTRY: No livestock and poultry permitted in said subdivision. (EXCEPTION) Poultry that may be raised for personal use providing such would not constitute a public nuisance.

10. ADVERTISING SIGNS: No advertising signs, for sale or for rent signs, bill boards, unsightly objects or nuisance shall be permitted to remain on any of the lots unless written approval is first had and obtained from Diamond Valley, Incorporated, a corporation, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonable disturb the holder of any lot.

R3 RESIDENTIAL COVENANTS (MULTI-FAMILY RESIDENCE):

1. Lots 1490 through 1496 inclusive, 1523, 1567 through 1571, 1599 through 1605, 1642 through 1657 shall be used for a multi-family dwelling residence. The following restrictions shall apply to this district.

2. All restrictions listed under Residential Area Covenants Items 2 and 3, and 5 through 10.

TI

3. Accessory buildings including sleeping and guest rooms, shall be considered as a living unit and such shall not be offered as motel or tourist court accommodations.

4. Main buildings and accessory buildings on a lot shall not occupy more than forty-five (45) percent of the total area of the lot, except where written approval is first obtained from Diamond Valley, Incorporated.

5. No building shall exceed a height of two (2) stories or thirty (30) feet.

• Titles subject to restrictions. Nothing contained in the declaration shall impair or defeat the lien of any mortgage or deed of trust 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 parties and all persons claiming under them for a period of 25 years from May 1, 1966, at which time said protective restrictions shall automatically be renewed for an additional period of 25 years, unless 75% or more of the owners of record, at that time, agree in writing to changes and said changes are made in a lawful manner.

Each and all of the protective restrictions shall be enforceable by injunction or by other forces of action available to the parties aggrieved, 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 the 23rd day of May, 1966.

AMERICAN TITLE AND TRUST COMPANY, Trustee

By: [Signature]
Vice President

STATE OF ARIZONA }
County of Maricopa } ss.

On this the 23rd day of May, 1966, before me appeared H. L. DUMONT, JR., who acknowledged himself to be the Vice President of AMERICAN TITLE & TRUST COMPANY, an Arizona corporation, 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.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires 5/12/70

[Signature]
Notary Public