

# **IMPORTANT NOTICE**

**These documents are provided as a courtesy for information purposes only, and do not reveal all information that would be discovered by a full title search.**

**They were obtained from the Public Record and are believed to be correct, however, they are limited to what is readily evident and available from a search of the *current legal description only*. No search of the property, as it may have previously described, has been conducted, and such a search may yield additional liens, interests or restrictions.**

**A complete title search conducted in an open escrow may yield additional, supplemental or contradictory information.**

**The recipient is advised that no warranty or guarantee is provided with these documents, and is encouraged to conduct all needed due diligence on their own behalf.**

STATE OF ARIZONA, County of Yavapai—ss. **4489** PRESCOTT VALLEY INCORPORATED  
I do hereby certify that the within instrument was filed and recorded at the request of  
on March 5 A.D., 1969 at 8:00 o'clock A. M. Book 542 Official Records  
Page 106-109 Records of Yavapai County, Arizona.  
WITNESS my hand and official seal the day and year first above written.

NORMA R. MARQUART, County Recorder  
By Paul G. Thulge, Deputy

INDEXED

RECORDED

When Recorded, Mail To:

Prescott Valley, Incorporated  
Suite 1300 United Bank Building  
Phoenix, Arizona 85012

#### RESTRICTIVE COVENANTS

#### PRESCOTT VALLEY UNIT TWELVE

KNOW ALL MEN BY THESE PRESENTS:

That PRESCOTT VALLEY, INCORPORATED, an Arizona corporation, being the owner of all of the following described premises, situated within the County of Yavapai, State of Arizona, to-wit:

Lots 3380, three thousand three hundred eighty, through 3802, three thousand eight hundred two, PRESCOTT VALLEY UNIT TWELVE, according to the plat of record in the office of the County Recorder of Yavapai County, State of Arizona, in Book 13 of Maps, Page 74.

WHEREAS, the corporation has subdivided or intends to subdivide said protected area and to sell lots and building sites there-in subject to certain protective restrictions, conditions, limitations, reservations, and covenants, herein referred to as "Protective Res-trictions" 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 3380 through 3802 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 de-scription, nor shall said premises be used for any other purpose what-soever except for the purpose of establishing a Water Development com-pany to serve the Prescott Valley subdivision or for a single family dwelling unit. No Real Estate business or office or signs or other forms of advertising of a real estate business or office or signs ad-vertising 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 Prescott Valley, Incorporated.

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3. APPROVAL OF DESIGN AND LOCATION OF BUILDING: 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 Prescott Valley, Inc., a corporation, or upon relinquishing 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 dwellings 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 5 feet on the carport side lot line, nor nearer than 8 feet on the structure side lot line. (EXCEPTION) Surface terrain not suitable for construction within the given area, subject to written approval by Prescott Valley, Incorporated.

5a. Corner Lots shall maintain a minimum setback of fifteen percent (15%) of the length of the front lot line from the side street line.

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, locations 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.

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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, when written permission is first had and obtained from Prescott Valley, Inc.

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

11. Under no circumstances shall any owner of any lot or parcel of land build or cause to be built, a fence eliminating access to the easements for utilities.

Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source, other than what nature originally intended, to flow from his property onto any adjoining property or public right of way. (EXCEPTION) The subdivision may find it necessary from time to time to alter the natural drainage of the roads so that the road system would not be damaged by excessive waters.

Title subject to restrictions. Nothing contained in this 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 the declaration obtained through sales 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 February 24, 1969, at which time said protective restrictions shall automatically become 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 judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

