

# **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— 11755

I do hereby certify that the within instrument was filed and recorded at the request of Prescott Valley, Inc. on August 7 A.D. 1967 at 8:00 o'clock A.M. Book 454 Official Records Page 538-544 (Incl.) Records of Yavapai County, Arizona.

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

FRANK G. BAUER, County Recorder,

By Paul G. Judge, Deputy

INDEXED

When Recorded, Mail To:

PRESCOTT VALLEY, INC.  
1300 Guaranty Bank Bldg.  
Phoenix, Arizona 85012

#### RESTRICTIVE COVENANTS

#### PRESCOTT VALLEY UNIT FOUR

#### NOTICE OF RECORDATION

Recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 1967, in the office of the County Recorder of the County of Yavapai, State of Arizona, in Docket \_\_\_\_\_, of official records, Page \_\_\_\_\_.

KNOW ALL MEN BY THESE PRESENTS:

That AMTITLE 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:

Lot 978, nine hundred seventy-eight through 1664, one thousand six hundred sixty-four and Tract "B" inclusive, PRESCOTT VALLEY UNIT FOUR, according to the plat of record in the office of the County Recorder of Yavapai County, State of Arizona, in Book 12 of Maps, Page 73 - 74 excepting Tract "B".

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 978, Lots 1001 through 1003 inclusive, 1026 through 1034 inclusive, 1160 through 1179, 1370 through 1385, 1416 through 1418, 1506 through 1528, 1636 through 1639 inclusive shall be used for commercial neighborhood retail purposes. All buildings 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.

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- a. Second hand merchandise sales prohibited.
- b. Commercial use restricted to closed buildings except automobile service stations and parking lots.
- c. Noise broadcasting beyond buildings is prohibited.
- d. Wholesaling is prohibited except when written permission is first obtained from Prescott Valley, Incorporated.
- 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 upon any lot nor shall anything be done thereon which may be or may become an annoyance or detriment to commercial development.

3. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building 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 kept, bred or maintained for any commercial purposes, unless written permission if first had and obtained from Prescott Valley, Incorporated.

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 or other equipment for the storage or disposal of such material shall be kept in a clean dry and sanitary condition. No outside rubbish burners shall be allowed. Individual owners must haul garbage off lots within a reasonable time or use a privately owned garbage pickup 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 dimensions of such lots as shown by the recorded plat.

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8. APPROVAL OF DESIGN AND LOCATION OF BUILDING: No building or improvement of any kind shall be erected, moved into, or maintained in the premises herein described until the design and location thereof has first been submitted to, and approved by Prescott 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.

9. 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 first had and obtained from Prescott Valley, Incorporated, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the holder of any lots.

10. 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 Prescott Valley, Incorporated.

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.

R-3 RESIDENTIAL COVENANTS (MULTI-FAMILY RESIDENCE):

1. Lots 1121 through 1159, 1275 through 1303, 1529 through 1537, 1640 through 1644 shall be used for a multi-family residence. The following restrictions shall apply to this district.

2. All restrictions listed under Residential Area Covenants Items 2 and 3 and 5 through 11.

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 accomodations.

4. Main building 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 Prescott Valley, Incorporated.

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

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RESIDENTIAL AREA COVENANTS:

1. The residential area covenants shall apply to lots 979 through 1000, 1004 through 1025, 1035 through 1120, 1180 through 1274, 1304 through 1369, 1386 through 1415, 1419 through 1505, 1538 through 1635, 1645 through 1664.

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 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 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 Prescott Valley, Incorporated.

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 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 accomodations for the owner's family or guests, but not including a kitchen or cooking facilities.

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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.

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, Incorporated.

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.

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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 October 1, 1966, 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.

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DATED this the 10<sup>th</sup> day of July, 1967.

AMTITLE TRUST COMPANY as TRUSTEE

By: N. L. Dumont, Jr.  
Trust Officer

STATE OF ARIZONA ) ss  
County of Maricopa)

On this the 10th day of July, 1967, before me personally appeared N. L. DUMONT, Jr. ~~xxxxxx~~ who acknowledged ~~xxxxxx~~ to be the Trust Officer ~~xxxxxx~~ himself ~~xxxxxx~~ of AMTITLE TRUST COMPANY, an Ariz. ~~xxxxxx~~ 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 ~~xxxxxx~~ himself as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Manuel A. DUMONT  
Notary Public

My commission expires:  
3-12-70

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