

Gila County, AZ
Linda Haught Ortega, Recorder
08/12/2004
03:16PM
Doc Code: ARES

Doc Id: 2004-012573
Receipt #: 26653
Rec Fee: 167.00

BEAVER VALLEY IMPROVEMENT

When recorded mail to:

Beaver Valley Improvement Assoc.
P. O. Box 594
Payson AZ 85547



Gila County, AZ

ARES

2004-012573

Page: 1 of 159

08/12/2004 03:16P

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FOURTH AMENDMENT TO DECLARATION OF ESTABLISHMENT
OF CONDITIONS, RESERVATIONS AND RESTRICTIONS
FOR BEAVER VALLEY ESTATES
RELATING TO UNITS 2, 3 AND 4

Pursuant to Article 18 of that certain Declaration of Establishment of Conditions, Reservations and Restrictions recorded in Docket 230, pages 98 through 102, on March 18, 1968 in the records of Gila County, Arizona, that said Declaration of Establishment of Conditions, Reservations and Restrictions is hereby amended insofar as it relates to the following property:

Lots 1 through 123 inclusive, Beaver Valley Estates, Unit 2, according to the plat map of record in the office of Gila County Recorder, recorded in Map File, Map No. 364.

Lots 1 through 111 inclusive, Beaver Valley Estates, Unit 3, according to the plat map of record in the office of Gila County Recorder, recorded in Map File, Map No. 365.

Lots 1 through 51 inclusive, Beaver Valley Estates, Unit 4, according to the plat map of record in the office of Gila County Recorder, recorded in Map File, Map No. 366; and lot A-4, dedicated by separate instrument.

Article 11 of said Declaration of Establishment of Conditions, Reservations and Restrictions is hereby amended to read as follows:

11. *Setbacks shall be in accordance with County requirements. No structure of any Kind shall be erected, permitted or maintained which interferes with utility easements, pedestrian easements, or drainage easements, whether now existing or hereafter established, whether shown on the recorded plat reserved or dedicated by separate instrument, and subject to the right to relocate any utilities from time to time, so long as the same does not interfere with any improvements constructed by the lot owner.*

In all other respects and as to all other provisions of said Declaration of establishment of Conditions, reservations and Restrictions, said restrictions shall remain in force and effect.

The foregoing First Amendment for Declaration of establishment of Conditions, reservations and Restrictions is hereby recorded and placed as a covenant upon the real property affected thereby pursuant to the consent of 80% of the lot owners of Units 2, 3 and 4, Beaver Valley estates, as evidenced by the signatures of said lot owners on the petition requesting said amendment. The petitions are attached hereto; and by this reference are made a part hereof.



2004-012573

Page: 2 of 159
08/12/2004 03:16P
167.00

Gila County, AZ

ARES

Further, this amendment is certified by the President of the Beaver Valley Improvement Association, the entity charged with the responsibility of enforcing said Conditions, Reservations and Restrictions.

DATED this 26 day of JULY, 2004.

Beaver Valley Improvement Association


By Jerry L. Nicholas
(President-BVIA)

STATE OF ARIZONA)
) ss.
County of Gila)

On this 26 day of July, 2004, before the undersigned, a Notary Public, personally appeared Jerry L. Nicholas, who acknowledged himself to be the President of Beaver Valley improvement Association, and he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the same of the corporation by himself as President.

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

Deborah L. Sampson
Notary Public

 Notary Public State of Arizona
Gila County
Deborah L. Sampson
Expires January 20 2007

My Commission Expires: January 20, 2007

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

INDEXED
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PAGED
COMPARED

DORIS PARKIN, County Recorder

By Mary V. De Paoli Deputy.

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DECLARATION OF ESTABLISHMENT OF CONDITIONS,
RESERVATIONS AND RESTRICTIONS
FOR BEAVER VALLEY ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That BEAVER VALLEY DEVELOPMENT COMPANY, being the owner of all the following described premises, situated within the County of Gila, State of Arizona, to-wit:

Lots 1 through 123, inclusive, BEAVER VALLEY ESTATES, UNIT 2, according to the Plat of Record in the Office of the Gila County Recorder, recorded in Map File, Map No. 364;

Lots 1 through 111, inclusive, BEAVER VALLEY ESTATES, UNIT 3, according to the Plat of Record in the Office of the Gila County Recorder, recorded in Map File, Map No. 365;

Lots 1 through 51, inclusive, BEAVER VALLEY ESTATES, UNIT 4, according to the Plat of Record in the Office of the Gila County Recorder, recorded in Map File, Map No. 366.

That is has established, and does hereby establish, a general plan for the improvement and development of said subdivision, and does hereby establish the provisions, conditions, restrictions and covenants upon which and subject to which all numbered lots and portions of said lots shall be improved or sold and conveyed by the said BEAVER VALLEY DEVELOPMENT COMPANY as owner thereof; each and every one of said provisions, conditions, restrictions and covenants is and all are for the benefit of each owner of land in said subdivision, or any interest therein, and shall inure to and pass with each and every parcel of said subdivision, and shall bind the respective successors in interest of the present owner thereof; said provisions, conditions, restrictions and covenants are and each thereof is imposed upon said lots, all of which are to be construed as restrictive covenants running with the title to said lots and with each and every parcel thereof, to-wit:

1. All of the numbered lots in BEAVER VALLEY ESTATES, UNITS 2, 3 and 4 shall be known and described as residential lots. These restrictions shall not apply to Tract "A" and Block "K" UNIT 3; Tract "A", "A-4", or "H" UNIT 4, unless and until the same are subsequently divided into lots for sale for residential purposes.

2. Except for existing dwellings, no structure shall be

2. Except for existing dwellings, no structure whatever other than one private single family dwelling, together with a private garage or carport and a guest house shall be erected or placed or permitted to remain on any of the lots.

3. No store, office or other place of business of any kind and no hospital, sanatorium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theatre, saloon or other place of entertainment, shall ever be erected or permitted upon any of the lots, or any part thereof. No business of any kind or character whatever shall be conducted in or on any residential lot.

4. No lot shall be re-subdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of the lots as shown by the plat of BEAVER VALLEY ESTATES, UNITS 2, 3 and 4, unless said re-subdividing has been approved, in writing, by the BEAVER VALLEY DEVELOPMENT COMPANY, an Arizona corporation, its successors and assigns. Any additional partial lot sold with one full lot shall constitute a single lot which will allow only one single family residence.

5. The native growth of said property shall not be permitted to be destroyed or removed except as approved in writing by BEAVER VALLEY DEVELOPMENT COMPANY. In the event such growth is removed without written consent, the reverlsonary owner may require the replanting or replacement of same, the cost thereof to be borne by the lot owner.

6. No poultry, livestock or other animals, other than the usual household pets, shall be permitted on any lot. A horse or horses may be temporarily tethered on each lot by owner or guest, but stabling of such horse or horses may be done, temporarily or permanently, only in the facilities provided within Block "K", UNIT 3, if such facilities are established, and subject to the rules, regulations and rates of such facility; or, in any other stabling facility outside BEAVER VALLEY ESTATES. BEAVER VALLEY DEVELOPMENT COMPANY reserves the right to grant permission to stable, within the facilities located in said Block "K" animals other than horses, when such animals may be necessary or used for special events, including, but not limited to rodeos, etc.

owner or guest, may be temporarily tethered on each lot by done, temporarily or permanently, only in the facilities provided within Block "K", UNIT 3, if such facilities are established, and subject to the rules, regulations and rates of such facility; or, in any other stabling facility outside BEAVER VALLEY ESTATES. BEAVER VALLEY DEVELOPMENT COMPANY reserves the right to grant permission to stable, within the facilities located in said Block "K" animals other than horses, when such animals may be necessary or used for special events, including, but not limited to rodeos, etc.

7. No building, fence, wall or other structure shall be commenced, erected or maintained, until the plans and specifications and plot plan, showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate cost of such structure and the grading of the lot to be built upon, are submitted to and approved by the BEAVER VALLEY DEVELOPMENT COMPANY, an Arizona corporation, its successors and assigns, and a copy thereof, as finally approved, lodged permanently with said company. The company shall have the right to refuse to approve any such plans or specifications or grading plan in the event such building, fence, wall or other structure is not in harmony with the surroundings and other existing structures, including the right to refuse any such plans and specifications because of materials used on the exterior of any structure, it being Grantor's intention in so passing upon such plans, specifications and grading plans to take into consideration the suitability of the proposed building or other structure, the materials of which it is to be built, and the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the company. All decisions of the company shall be final, and no lot owner or other parties shall have recourse against the company for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping.

8. All plumbing, including but not limited to toilets, bathing facilities, sinks and kitchen facilities shall be of the modern inside type; connected to inside connections below

the surface of the ground and to a septic tank with an adequate leach drainage system below the surface. Said system must conform to the minimum standards as set forth by the Gila County Health Department. No outhouses or privies will be allowed on subdivision lots at any time, except chemical portable types used during construction.

9. No elevated tanks of any kind shall be erected, placed or permitted upon the lots. Any tanks for use in connection with any residence on the lots, including a tank for the storage of gas, fuel oil, gasoline or oil must be buried or kept screened by adequate planting, or by an approved fence to conceal them from neighboring lots or streets.

10. Unless prior approval of BEAVER VALLEY DEVELOPMENT COMPANY is first obtained, the principal dwelling shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, garage, guest house and servant quarters, of 800 square feet.

11. Setbacks shall be as follows: There shall be a front yard having a depth not less than 20 feet (when a lot is bounded by two streets or more, the front yard shall be defined as that side having the shortest dimension). There shall be a rear yard having a depth not less than 25 feet. Side yards shall have a combined width of not less than 15 feet with a minimum of 5 feet on one side, except where the side faces a street, the minimum shall be not less than 10 feet. No structure of any kind shall be erected, permitted or maintained which interferes with utility easements, pedestrian easements, or drainage easements, whether now existing or hereafter established, whether shown on the recorded plat reserved or dedicated by a separate instrument, and subject to the right to relocate any utilities from time to time, so long as the same does not interfere with any improvements constructed by the lot owner.

12. No temporary house, trailer, tent, garage, or other outbuildings shall be placed or erected on the lots, and no dwelling shall be occupied at any time prior to completion of the exterior of the building. The work of constructing the dwelling shall be prosecuted diligently from the commencement thereof until completion. ~~Trailer homes will be allowed subject to approval by BEAVER VALLEY DEVELOPMENT COMPANY, provided, however, said trailer homes will conform with these restrictions for residential requirements, except the minimum size should be 600 square feet. All utilities must be of a permanent nature, i.e., electricity, water, gas and sewer.~~

NOTE: Once an existing trailer is removed, it cannot be replaced.

13. With the exception of one "For Rent" or "For Sale" sign (which shall not be over 15 x 25 inches) no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed, or permitted to remain on any lot; nor shall the lots be used in any way or for any purposes which may endanger the health or unreasonably disturb the holder of any other lot.

14. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept

upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. No fires shall be permitted except in approved fireplaces and barbeque pits or as approved by BEAVER VALLEY DEVELOPMENT COMPANY.

15. All owners of any lot shall be and remain a member of the BEAVER VALLEY IMPROVEMENT ASSOCIATION, a non-profit Arizona corporation, and agree to abide by the articles and by-laws of said corporation, and no owner or occupant of a lot shall be permitted to be in possession of such lot until he or she or they have been admitted to membership in said non-profit corporation, and in accepting a deed or contract for any lot in BEAVER VALLEY ESTATES, UNITS 2, 3 and 4, agree to and shall become and remain a member thereof, subject to the obligations, by-laws and rules of BEAVER VALLEY IMPROVEMENT ASSOCIATION.

16. BEAVER VALLEY DEVELOPMENT COMPANY shall have the right, at any time, to grant and convey all or part of their right to enforce these deed restrictions to the BEAVER VALLEY IMPROVEMENT ASSOCIATION, at such time as in the sole judgment of the Grantor the said Improvement Association is ready to undertake the obligation of enforcing these deed restrictions. Upon such conveyance and grant, the BEAVER VALLEY IMPROVEMENT ASSOCIATION shall have and shall succeed to all rights and duties with the same powers as if the Association had been named as Owner thereof, to the same extent as has BEAVER VALLEY DEVELOPMENT COMPANY.

17. Growth which constitutes a fire hazard, in the opinion of the Grantor, shall be removed from any lot. In case of noncompliance, the Grantor reserves the right of entry upon any lot for removal of same at the owner's expense, said expense to become a prior lien on the lot.

18. These covenants and conditions are understood and agreed to be, and shall be taken and held to be, for the benefit of all lot owners, and all covenants herein contained attach to and run with the land and title thereto, and shall be binding upon and inure to the benefit of all owners of lots in BEAVER VALLEY ESTATES until June 1, 1986, at which time said covenants shall be automatically extended for successive ten (10) year periods, unless eighty (80%) percent of the then owners of lots agree to terminate or amend said covenants and restrictions in whole or in part. Although the conditions, restrictions or covenants may expire or be amended, any or all reversions for breach of said conditions or restrictions prior to said expiration or amendment shall be absolute and unaffected thereby. These covenants and conditions may be amended, at any time by written approval of the owners of record of 80% of the lots described herein.

19. Any breach of the provisions, conditions, restrictions and covenants hereby established, which breach shall continue for more than thirty (30) days after written notice to cure the same, shall (1) cause the real property upon which said breach occurs to revert to BEAVER VALLEY DEVELOPMENT COMPANY, its successors and assigns in interest as the owner of such reversionary rights herein provided for and the owner of such reversionary rights shall have the right to immediate re-entry upon such real property in the event of any such breach, or (2) in the election of the reversionary owner, its successors and assigns, the continuance of any breach may be

enjoined or restricted by appropriate proceedings, including actual and punitive damages by the owner of the reversionary rights.

PROVIDED, that the breach of any of the foregoing provisions, conditions, restrictions or covenants or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

PROVIDED FURTHER, that no delay or omission on the part of the owner of the reversionary rights or the owners of other lots in said property in exercising any rights, power or remedy herein provided in the event of any breach of the conditions, restrictions, covenants or reservations herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right or right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the owner of the reversionary rights for or on account of his failure to bring any action on account of any breach of said provisions, conditions, restrictions or covenants or for imposing restrictions herein which may be unenforceable by the owner of said reversionary rights.

PROVIDED FURTHER, that in the event any one or more of the conditions, restrictions or provisions hereinbefore set forth and contained shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of said conditions, restrictions or provisions not so declared to be void, but all of the remaining restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

PROVIDED FURTHER, that in the event the provisions hereunder are declared voidable by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event said terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Arizona.

IN WITNESS WHEREOF, BEAVER VALLEY DEVELOPMENT COMPANY, an Arizona corporation, has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this _____ day of _____, 1968.

BEAVER VALLEY DEVELOPMENT COMPANY
By: Richard Stacy
Richard Stacy, President

STATE OF ARIZONA) ss
County of Maricopa)

On this the 15th day of March, 1968, before me Richard Clayton, the undersigned, a Notary Public, personally appeared Richard Stacy, who acknowledged himself to be the President of Beaver Valley Development 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 same of the corporation by himself as President.

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

My Commission Expires:

July 29, 1971

Richard Clayton
Notary Public

