

When recorded mail to:

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

Gila County, AZ
Linda Haught Ortega, Recorder
05/24/2004
02:16PM
Doc Code: ARES

BEAVER VALLEY

Doc Id: 2004-008143
Receipt #: 24521
Rec Fee: 16.00



Gila County, AZ

ARES

2004-008143

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05/24/2004 02:16P
16.00



FIRST AMENDMENT TO DECLARATION OF ESTABLISHMENT
OF CONDITIONS, RESERVATIONS AND RESTRICTIONS
FOR BEAVER VALLEY ESTATES
RELATING TO UNIT FIVE

Pursuant to Article 17 of that certain Declaration of Establishment of Conditions, Reservations and Restrictions recorded in Docket 583, pages 145 through 150, on March 29, 1983 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 4 through 10 inclusive, Beaver Valley Estates, Unit Five, according to the plat map of record in the office of Gila County Recorder, recorded in Map File, Map No. 379.

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 Unit Five, Beaver Valley Estates, as evidenced by the original signatures of said lot owners on the petition requesting said amendment. The original petitions are attached hereto and are by this reference made a part hereof.



Gila County, AZ

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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 21st day of MAY, 2004.

Beaver Valley Improvement Association

By Jerry L. Nicholas
(President-BVIA)

STATE OF ARIZONA)
) ss.
County of Gila)

On this 21 day of May, 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.



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

Deborah L. Sampson
Notary Public

My Commission Expires: January 20, 2007

I do hereby certify that the within instrument was filed and recorded at request of William A. Fencken Date Feb. 11, 1983 Time 9:00 A.M.
 Docket 580 Official Records Pages 287-291 Records of Gila
 County, Arizona.

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

William A. Fencken
 5305 North 41st Pl
 Phoenix, Az 85018

INDEXED
 MICROFILMED
 PAGED
 COMPARED

MARY V. DE PAOLI, County Recorder
 By Era Rogers Deputy.

This instrument is being re-recorded on this 21st day of March, 1983 for the sole purpose of including a statement made by Frank C. DeHart and Delores J. DeHart which appears on page 5 of this Declaration.

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

KNOW ALL MEN BY THESE PRESENTS:

That we are the owners of all the following described premises, situated within BEAVER VALLEY ESTATES, UNIT FIVE (5), according to the Plat of Record in the office of the Gila County Recorder, recorded in Map File, Map No. 379.

<u>LOT NUMBER</u>	<u>OWNER</u>
4	War-Del Properties Inc., An Arizona Corporation
5	War-Del Properties Inc., An Arizona Corporation
6	Daniel J. Ryden and Lorie J. Ryden, husband and wife
7	Gerald E. Ryden and Susan M. Ryden, husband and wife
8	Martin W. Davis, An unmarried man
9	War-Del Properties Inc., An Arizona Corporation
10	War-Del Properties Inc., An Arizona Corporation

That we have established, and do hereby establish, a general plan for the improvement and development of said subdivision, and do hereby establish the provisions, conditions, restrictions and covenants upon which and subject to which all said lots and portions of said lots shall be improved or sold and conveyed by the present owners; 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 listed above, 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 said lots in BEAVER VALLEY ESTATES, UNIT FIVE, shall be known and described as residential lots.
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, UNIT FIVE, unless said re-subdividing has been approved, in writing, by the BEAVER VALLEY IMPROVEMENT ASSOCIATION, 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 IMPROVEMENT ASSOCIATION. In the event such growth is removed without written consent, the BEAVER VALLEY IMPROVEMENT ASSOCIATION 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 must be done in other stabling facility outside BEAVER VALLEY ESTATES UNIT FIVE.

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 IMPROVEMENT ASSOCIATION, its successors and assigns, and a copy thereof, as finally approved, lodged permanently with said Association. The Association 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 alteration in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the Association. All decisions of the Association shall be final, and no lot owner or other parties shall have recourse against the Association 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 IMPROVEMENT ASSOCIATION 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, except that on Lot 5, the depth shall be not less than 5 feet. 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. 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. A mobile home may be placed on Lot 10 only with a minimum size of 600 square feet, but not to exceed a dimension of 24 X 70 feet. All utilities must be of a permanent nature, i.e., electricity, water, gas and sewer.

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 the BEAVER VALLEY IMPROVEMENT ASSOCIATION.

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, UNIT FIVE, agree to and shall become and remain a member thereof, subject to the obligations, by-laws and rules of BEAVER VALLEY IMPROVEMENT ASSOCIATION.

16. Growth which constitutes a fire hazard, in the opinion of the BEAVER VALLEY IMPROVEMENT ASSOCIATION, shall be removed from any lot. In case of noncompliance, the BEAVER VALLEY IMPROVEMENT ASSOCIATION 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.

17. 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.

COURTESY RECORDING-NO TITLE LIABILITY

18. 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 IMPROVEMENT ASSOCIATION, 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 remedied by appropriate proceedings, including actual and punitive damages by the owner of the reversionary rights.

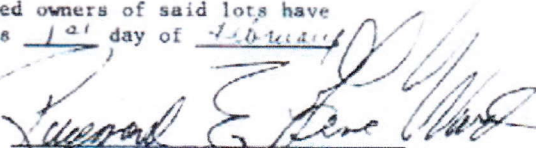
PROVIDED, that the breach of any of the foregoing provisions, conditions, restrictions or covenants or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in said property, 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 whomsoever 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, the listed owners of said lots have caused this instrument to be executed this 12th day of February 1983.


War-Del Properties Inc.
by Raymond E. "Gene" Ward, Vice-President

State of Arizona)
County of Maricopa) ss.


This instrument was acknowledged before me this 12th day of February 1983.

By Raymond E. "Gene" Ward

Of War-Del Properties Inc.

an Arizona corporation, on behalf of the corporation.

My commission will expire 7-21-84


Notary Public

State of Arizona)
County of Maricopa) ss.

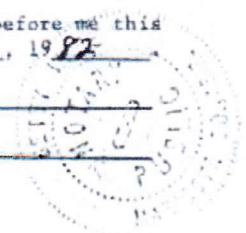
DOCKET 580 PAGE 294
Martin W. Davis
Martin W. Davis

This instrument was acknowledged before me this 24 day of Sept., 1982.

My commission will expire

By Martin W. Davis

Betty Quinn
Notary Public
My Commission Expires April 8, 1984



COURTESY RECORDING NO TITLE LIABILITY

Daniel J. Ryden Lou J. Ryden
Daniel J. Ryden Lou J. Ryden

State of Arizona)
County of Gila) ss.

This instrument was acknowledged before me this 14 day of September, 1982.

My commission will expire

By Daniel J. Ryden and Lou J. Ryden

[Signature]
Notary Public

Gerald E. Ryden Susan M. Ryden
Gerald E. Ryden Susan M. Ryden

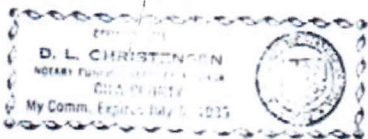
State of Arizona)
County of Gila) ss.

This instrument was acknowledged before me this 14 day of September, 1982.

My commission will expire

By Gerald E. Ryden and Susan M. Ryden

[Signature]
Notary Public



We, Frank C. DeHart and Delores J. DeHart, husband and wife, are the owners of Lot 7, BEAVER VALLEY ESTATES, UNIT FIVE, and have been, continuously, from the date of our purchase, the deed for which was recorded in Gila County, Arizona on January 7, 1983 in Docket 578, page 27. We request that said Lot 7 be included in the DECLARATION OF ESTABLISHMENT OF CONDITIONS, RESERVATIONS AND RESTRICTIONS FOR BEAVER VALLEY ESTATES, UNIT FIVE, recorded February 11, 1983 in Docket 580 page 287, records of Gila County, Arizona, as if we had been listed as the owner of Lot 7 at the time of the execution and recording of said Declaration.

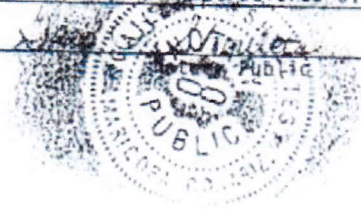
Frank C. DeHart Delores J. DeHart
Frank C. DeHart Delores J. DeHart

State of Arizona)
County of Maricopa) ss.

This instrument was acknowledged before me this 22 day of March, 1983.

My commission will expire 10-19-83

By Frank C. DeHart and Delores J. DeHart



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8:05

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STATE OF ARIZONA, County of Gila, ss
I do hereby certify that the within instrument was filed and recorded at request of First American Title Insurance Agency of Gila

Date March 29, 1983 Time 2:05 P. M., Docket 583 Official Records Page s 145 - 150
Records of Gila County, Arizona.

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

MARY V. DE PAOLI, County Recorder

By Jeri Lyswood, Deputy.