

When recorded mail to:

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



Gila County, AZ
Linda Haught Ortega, Recorder
03/17/2004
11:24AM
Doc Code: ADR

Doc Id: 2004-004123
Receipt #: 22764
Rec Fee: 20.00

BEAVER VALLY IMPROVEMENT



2004-004123

Page 1 of 12
03/17/2004 11:24a
20 00

Gila County, AZ

ADR

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

Pursuant to Article 18 of that certain Declaration of Establishment of Conditions, Reservations and Restrictions recorded in Docket 312, pages 437 through 440, on December 16, 1971 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 21 inclusive, Beaver Valley Estates, Unit Six (Amended), according to the plat map of record in the office of Gila County Recorder, recorded in Map File, Map No. 459.

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 Six, 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

ADR

Page: 2 of 12
03/17/2004 11:24a
20.00

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 12th day of MARCH, 2004.

Beaver Valley Improvement Association

By
(President-BVIA)

STATE OF ARIZONA)
) ss.
County of Gila)

On this 12 day of March, 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

Notary Public

Commission Expires: January 20, 2007

When recorded mail to:

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



2005-008472

Page: 1 of 18
05/18/2005 11:59AM
83.00

Gila County, AZ

ARES



SECOND AMENDMENT TO DECLARATION OF ESTABLISHMENT
OF CONDITIONS, RESERVATIONS AND RESTRICTIONS
FOR BEAVER VALLEY ESTATES
RELATING TO UNIT SIX (AMENDED)

Reference: The first amendment to Declaration of Establishment of Conditions, Reservations and Restrictions for Beaver Valley Estates Unit Six (amended) is recorded at Fee # 2004-004123.

Pursuant to Article 18 of that certain Declaration of Establishment of Conditions, Reservations and Restrictions recorded in Docket 312, pages 437 through 440, on December 16, 1971 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 21 inclusive, Beaver Valley Estates, Unit Six (amended), according to the plat of record in the office of Gila County Recorder, recorded in Map File, Map No. 459, on September 29, 1971, at Fee No.#34569.

Articles 1,6 and 12 of said Declaration of Establishment of Conditions, Reservations and Restrictions are hereby amended to read as follows:

1. All of the numbered lots in BEAVER VALLEY ESTATES, UNIT 6 (Amended), including lots 21A, 21B, 21C and 21D, shall be known and described as residential lots. Further, SURVEY MAP NO(S) 2358, 2359 and 2360 of Official Record of Gila County have the effect of modifying the plat of record, Map No. 459. This includes but is not limited to modifying certain lot boundaries; subdividing the original lot 21 into 4 individual residential lots, designated as parcels 21A through 21D inclusive; abandonment of certain rights of way; and establishment of certain new rights of way. Said survey maps having been RATIFIED and APPROVED by the owners of lots according to Official Record of Gila County, document numbers #2004-018606 through #2004-018624 inclusive.
6. No poultry, livestock or other animals, other than the usual household pets, shall be permitted on any lot.
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. All utilities must be of a permanent nature, i.e., electricity, water, gas and sewer.



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 Second 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 Six, 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.

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 18 day of MAY, 2005.

Beaver Valley Improvement Association

By *[Signature]*
(President-BVIA)

STATE OF ARIZONA)
) ss.
County of Gila)

On this 18 day of MAY, 2005 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.



[Signature]
Notary Public

My Commission Expires: 10/13/06

347834

DOCKET 312 PAGE 437

STATE OF ARIZONA, County of GILA, ss:

I do hereby certify that the within instrument was filed and recorded at the request of American Title Insurance Company

Date December 16, 1971 Time 9:20 A.M. Book: 312

Official Records Page 437 Records of Gila County, Arizona.

#2.00
9/20

H American Title Insurance Co.
P.O. Box 5500
Phoenix, Arizona 85002

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

COUNTY RECORDER, DORIS PARKIN

Signed by: Doris Parkin Recorder.

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

KNOW ALL MEN BY THESE PRESENTS:

That AMTITLE TRUST COMPANY, an Arizona corporation, being the owner of all the following described premises, situated within the County of Gila, State of Arizona, to-wit:

Lots 1 through 21, inclusive, BEAVER VALLEY UNIT 6 (amended), according to the plat of Record in the office of the Gila County Recorder, recorded in Map File, Map No. 459, on September 29, 1971, at Fee No. #345369.

That it 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. 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 insure to 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 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 UNIT 6 (amended) shall be known and described as residential lots. Lot 21 is designated for commercial use.

2. Except to 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 UNIT 6 (amended), unless said re-subdividing has been approved, in writing, by the WESTERN WORLD INVESTMENT, INC., an Arizona corporation, its successors and assigns. Any additional partial lot sold with the 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 WESTERN WORLD INVESTMENT, INC. In the event such growth is removed without written consent, 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 2, if such facilities are established, and subject to the rules, regulations and rates of such facility; or, in any other stabling facility outside SKANS VALLEY, WESTERN WORLD INVESTMENT, INC. 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 WESTERN WORLD INVESTMENT, INC., 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 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 corporation. All decisions of the corporation shall be final, and no lot owner or other parties shall have recourse against the corporation 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 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 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 WESTERN WORLD INVESTMENT, INC. is first obtained, the principal dwelling shall have a minimum fully enclosed floor area devoted to living purpose, 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 no less than 10 feet. No structure of any kind shall be erected, permitted or maintained which interferes with utility easements, pedestrian easements, or drainage easement, 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. Trailers

~~homes will be allowed subject to approval by WESTERN WORLD INVESTMENT, INC., 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.~~

13. With the exception of one "For Rent" or "For Sale" sign (which shall be not over 15x25 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 barbecue pits or as approved by WESTERN WORLD INVESTMENT, INC.

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, UNIT 6 (amended), agree to and shall become and remain a member thereof, subject to the obligations, by-laws and rules of BEAVER VALLEY IMPROVEMENT ASSOCIATION.

16. WESTERN WORLD INVESTMENT, INC. shall have the right, at any time, to grant and convey all or part of its right to enforce these deed restrictions to the BEAVER VALLEY IMPROVEMENT ASSOCIATION, at such time as in the sole judgement 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 WESTERN WORLD INVESTMENT, INC.

17. Growth which constitutes a fire hazard, in the opinion of WESTERN WORLD INVESTMENT, INC. shall be removed from any lot. In case of noncompliance, WESTERN WORLD INVESTMENT, INC. reserves the right of entry upon any lot for removal of same at the owner's expense, said expense to become a 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, UNIT 6 (amended) until January 1, 1996, at which time said covenants shall be automatically extended for successive ten (10) year periods, unless eighty (80%) per cent of the then owners of lots agree to terminate or amend said covenants and 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.

PROVIDED that in the event of 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 judgement or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of said conditions, 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 void by a court of competent jurisdiction be 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, AMTITL TRUST COMPANY, an Arizona corporation, as Trustee, has caused this instrument to be executed by its duly authorized officer, and its corporate seal to be hereunto affixed this 14th day of December, 1971.

AMTITL TRUST COMPANY, TRUSTEE

By:

[Signature]
Trust Officer

STATE OF ARIZONA, County of Maricopa, ss:

On December 14th 1971 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared

H. H. Durant Jr
known to me to be the Trust Officer of the corporation

that he executed the within instrument, and also known to me to be the person who executed it on behalf of such corporation and acknowledged to me that such corporation executed the same.

[Signature: John D. Keller]
Notary Public



April 12, 1974