STATE OF ARIZONA) Fee No. 57638
COUNTY OF APACHE) ss.
I hereby certify that
the within instrument was filed and
recorded 1 / 23, 19 70, at 2:P M.
in docket No. 124, Page 143 / 145
at the request of Apache Title Co.
VIRGIE HEAP, Recorder
By _____ Deputy

When recorded, mail to:
Transamerica Title Insurance Co.
124 W. Adams
Phoenix, Arizona 85003
Acct. Nr. 5673 - AC

DEED RESTRICTIONS - UNIT THREE - CONCHO VALLEY

THIS TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, being the owner of all of the following described premises situated within the County of Apache, State of Arizona, to-wit:

CONCHO VALLEY, UNIT THREE, according to the plat thereof recorded on January 12, 1970, Book 4 of Townsite Maps, page 43 and 44, in the office of the recorder of Apache County, Arizona,

and desiring to establish the nature of the use and enjoyment of premises which have been carefully and thoughtfully laid out, does hereby declare said premises subject to the following express covenants and stipulations as to the use and enjoyment thereof, (as amendments to and in lieu of those Deed Restrictions heretofore recorded), all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part, parcel, lot or tract thereof, and with all conveyance of said premises or any portion thereof hereafter made, to-wit:

USE OF LAND

1. All lots in Concho Valley, Unit Three, shall be known and described as dwelling residential lots and shall be used solely for single family dwelling units.

2. No trade, business, profession or other type of commercial activity shall be carried on upon any lot covered by these restrictions.

3. No building or structure shall be erected or permitted on any lots in any manner contrary to the planning and zoning ordinances of Apache County, Arizona, except as may be allowed by the Apache County Board of Supervisors.

4. No Real Estate signs or "For Sale" signs other than those of the developer may be erected or maintained on any lots before the date of January 1, 1972, without the written approval of the developer. No general advertising signs, billboards, unsightly objects or nuisances shall be erected on or placed on or permitted to remain on, and no abandoned autos or parts thereof, rubbish, used machinery or other such salvage or junk shall be placed on or permitted to remain on any lot. Nor shall any premises be used in any way or for any purposes that may emit foul or noxious odors or which may endanger the health of or unreasonably disturb the holder of any lot in said subdivision. Lot owners may erect or place one "For Rent" sign, or one identifying name plate, none of which may be larger than two (2) square feet or higher than four (4) feet, on any one lot.

5. No structure of any kind or nature shall be erected, permitted or maintained on, over or across the easements or reservations for utilities and/or drainage as shown on the subdivision map except by written permission of the Developer.

6. No structure or additions or appurtenances thereto, excepting waste disposal and water systems or parts thereof constructed with approval of the Apache County Health Department, and signs where permitted, may be built, constructed or maintained except within the areas stated below. No portion of any building or structure shall be erected within twenty (20) feet of any front lot line, within twenty (20) feet of any rear lot line or within eight (8) feet of any side lot line,

Unofficial Document

except that where one person shall own two or more contiguous lots, with the approval of the Developer, the lots may be considered as one lot, in which event the aforesaid set back lines shall be measured from the external (rather than internal) lot lines of the two or more contiguous lots and the easement reservation in paragraph 15 hereof shall apply only to the external lot lines.

7. Residence buildings must be completed within twelve (12) months from the commencement of construction. No garage, carport or other building shall be commenced or erected upon any lot until the main dwelling building complying with these restrictions is under construction or has been moved into the lot.

8. (a) All single family residences shall have a minimum of eight hundred (800) square feet of ground floor area including storage but exclusive of any portion thereof used for open porches, pergolas, patio, carports or garages, whether or not they are attached to, or adjacent to, said residences.

(b) Travel Trailers or campers may occupy lots during the period of home or cabin construction.

9. All structures within the subdivision shall be of new construction, not exceeding 35 feet in height, and shall have concrete foundations and hardwood or concrete floorings. Any alternate flooring must be approved by the Developer. No buildings shall be moved from any other location onto any of said lots with the exception of new prefabricated or pre-erected dwellings.

10. No temporary buildings may be moved onto or constructed on any lot in said subdivision, with the exception of temporary shop or office structures erected by contractors or builders during the actual bona fide construction of a permitted structure upon the premises, provided the contractor or builder agrees to remove such temporary shop or office structure within five (5) days after the actual final completion date of his construction activities on the premises.

11. No other construction shed, basement, garage, tent, shack, or other temporary structure shall at any time be used as a residence either temporarily or permanently.

MAINTENANCE

12. None of said lots shall be used for residential purposes prior to the installation thereon of water flush toilets, and all bathroom, toilet, or sanitary convenience shall be connected to a septic tank or sewer system. None of the provisions of this paragraph shall prevent a house-trailer equipped with complete internal sanitary facilities from occupying any of said lots, provided such facilities are maintained in a sanitary manner and in conformity with all applicable laws and ordinances.

13. All garbage or trash containers, oil tanks, bottled gas tanks (other than those carried as an integral part of a house trailer) and other such facilities must be underground or placed in enclosed areas so as to not be visible from the adjoining properties and streets. Burning of trash or garbage on any lot is prohibited.

14. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No weeds, underbrush, unsightly growth, refuse piles, junk piles, or other unsightly objects shall be permitted to be placed or to remain upon said lots; and in the event of any owner not complying with the above provisions, Declarent, or its successors and assigns, shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall repay the same upon the demand, and such entry shall not be deemed a trespass.

15. The Developer, its successors and assigns, reserves easements over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines water (domestic and irrigation), sewer (storm or sanitation), gas lines, and other public utilities, with the right to assign the easements. The easements herein reserved shall consist of a twenty (20) foot strip of land along all lot lines, with ten feet thereof being on each side of each lot line.

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16. There shall be no changes in any of these restrictions without the formal approval by written vote of no less than two-thirds (2/3) of all lot owners, such vote to be taken no sooner than fifteen (15) days after one hundred percent (100%) of said lot owners have been fully informed in writing of any such proposed changes. Proposed changes in these restrictions requiring approval as aforesaid must be submitted in writing to all lot owners, by mail addressed to their addresses as shown in the records of Transamerica Title Insurance Company. Voting on any such proposed changes may be by mail.

17. The foregoing restrictions and covenants run with the land and shall be binding on all parties and all persons claiming them until January 1, 1990, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, or so long thereafter as may be now or hereafter permitted by law.

18. Invalidation of any of the restrictions, covenants, or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

VIOLATIONS

19. If there be a violation or threatened or attemped violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any person or persons owning real property situated in Concho Valley Unit Three to prosecute proceedings at law or in equity against all persons violating or attempting or threatening to violate any such covenants, restrictions, conditions, or stipulations, and either prevent him, or them, from so doing or to recover damages or other dues for such violations. No failure of the trustee or any other person or party to enforce any of the restrictions, rights, reservations, limitations, covenants and conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of these restrictive covenants, conditions or stipulations or any one or more of them shall not affect the lien of any mortgage now on record, or which hereafter may be placed on record, upon said lots or tracts or any part thereof.

TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA,
an Arizona corporation, as Trustee

By _____
Trust Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the day of 1970, before me, the undersigned officer, personally appeared , who acknowledged himself to be the Trust Officer of Transamerica Title Insurance Company of Arizona, 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 name of the corporation as Trustee by himself as such officer.

In witness whereof, I hereunto set my hand and official seal.

My Commission expires:

My Commission Expires Mar. 23, 1971

_____
Notary Public

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