

When recorded, mail to:
Transamerica Title Insurance Co.
114 W. Adams
Phoenix, Arizona 85003
Attn: Tr. 5673 - AC

STATE OF ARIZONA) Fee No. 57638
COUNTY OF APACHE) ss.

I hereby certify that
the within instrument was filed and
recorded 1-23, 1970, at 2:00 P. M.
in docket No. 124, Page 143-145
at the request of Apache Title Co.

VIRGIE HEAP, Recorder
By Mary Ann Deputy

DEED RESTRICTIONS - UNIT THREE - CONCHO VALLEY

That 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,

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, Declarant, 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.

