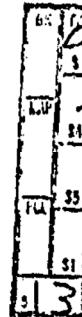


Recording Requested by:
FIRST AMERICAN TITLE



INSTRUMENT # 9212072
OFFICIAL RECORDS OF
YAVAPAI COUNTY
PATSY C. JENNEY
REQUEST OF:
CITY OF PRESCOTT
DATE: 03/26/92 TIME: 14:25
FEE: 9.00 SC: 4.00 PT:
BOOK 2464 PAGE 957 PAGES: 009



When recorded, mail to:
First American Title
Folder/ms

CAPTION HEADING: DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LONGVIEW ESTATES
SUBDIVISION UNIT III-Phase 1

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LONGVIEW ESTATES SUBDIVISION
UNIT III-Phase 1

This Declaration is made on the 20th day of MARCH, 1992 by
First American Title Insurance Agency of Yavapai, Inc., an Arizona Corp.
as Trustee under that certain Trust agreement number 4403, and not per-
sonally as to lots 60 and 65 thru 70, also by Longview Development Corp-
oration, Inc. an Arizona corporation, as to lots 61 thru 64, a subdivision
of Yavapai County, Arizona; according to the Plat recorded in Book 39 at
Page 39; herein referred to as "Declarants".

ARTICLE I
PURPOSE AND IMPOSITION

Declarants are about to sell and convey portions of real property
described below and, before doing so, desires to subject and impose upon
said real property mutual and beneficial restrictions, covenants,
conditions, development standards and charges under a general plan of
improvement for the benefit and complement of said property and the
future owners thereof.

Declarants hereby declares for and on behalf of themselves and
subsequent owners, that all lots within LONGVIEW ESTATES SUBDIVISION, UNIT
III-Phase 1, a subdivision of Yavapai County, Arizona, Lots 60 through 70,
according to the Plat recorded in Book 39 at Page 39, are hereby held

and shall be acquired, held, conveyed, hypothecated or encumbered, leased,
rented, used, occupied and improved subject to the following, all of which
are declared and agreed to be in furtherance of a plan for the
subdivision, the improvement and sale of said lots and are established and
agreed upon for the purpose of enhancing and protecting the value,
desirability and attractiveness of the said lots and of the subdivision as
a whole. All of the provisions of this Declaration of Conditions,
Covenants and Restrictions ("Restrictions") shall run with the land and
shall be binding upon all parties having or acquiring any rights, title or
interest in and to any lot, any part of parts thereof, subject to such
Restrictions, irrespective of whether or not mentioned in the deed or other
instrument by which title to a lot is acquired.

1

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ARTICLE II

DEFINITIONS

1. "Improvement" shall mean all physical structures, including, but not limited to, the buildings, private drives, swimming pools, fences and walls, and all landscaping, including, but not limited to, planting, trees and shrubs of every type and kind.

2. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, or equitable or beneficial title (or legal title if same has merged) of any lot. "Owner" shall include the purchaser of a lot under an executory contract for sale of real property. The foregoing does not include persons or entities who hold interest in any lot merely as security for the performance of an obligation. For the purposes of Article IV only, unless the context otherwise required, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any lot.

3. "Property" shall mean and refer to the land described on page 1 hereof.

4. "Committee" shall mean the Architectural Control Committee as described hereinafter.

ARTICLE III

EXPANSION

Declarants propose to develop additional adjacent property and reserves the right to expand the CC &R's so as to include the future owners of any or all additional properties so developed. Declarants, by reference to these premises, can include these future owners for full participation in all benefits and responsibilities.

ARTICLE IV

USE AND MAINTENANCE BY OWNERS

1. Each lot Owner shall maintain, repair, replace and restore, at his or her own expense, in a professional manner, all portions of such lot and any improvements thereon, but subject to prior written approval from the Architectural Control Committee as to those matters requiring same as provided for in these Restrictions.

2.

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2. Each lot shall be used, improved and devoted exclusively to single-family residential use. Not more than one (1) single family dwelling unit shall be constructed on each lot and the family dwelling unit shall contain not less than 1800 square feet of floor space on the main level, not including garages; however, the Committee may on occasion approve a somewhat smaller house. Each house shall have not less than a two car, attached garage. No gainful occupation, profession, trade or other non-residential use shall be conducted on any such property. Nothing herein shall be deemed to prevent the lease of a lot to a single-family from time to time by the Owner thereof, subject to all provisions of this Declaration. Further, nothing herein shall be deemed to prevent the use of Declarant of any lots as construction and/or sales offices.

3. No animals, birds, fowl, poultry, or livestock, other than a reasonable number of domestic dogs, cats, fish and birds in cages shall be maintained on any lot and then only if they are kept therein solely as domestic pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be visible from a neighboring lot or street. No Owner shall permit its dog or animal to create unsanitary conditions anywhere in the development. When such conditions are created, the Owner shall be assessed no less than \$100 as determined by the Committee for clean-up expenses by the Control Committee and any such other satisfaction as permitted by law and this Declaration.

4. No antennae, tower, dish, or other devise for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any property whether attached to a building or structure or otherwise. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, televisions, and radio signals, shall be erected, placed or maintained where visible. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Committee.

5. No improvements, exterior painting, landscaping or decorative alterations, repairs, excavation, or other work which in any way alters the exterior appearance of the property, or the improvements located thereon, shall be commenced, erected, maintained, made or done without the prior written approval of the Architectural Control Committee, and then completed within the time periods established by the Committee.

3.

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6. No temporary buildings or structure of any kind shall be used at any time for a residence.

7. No mobile home, boat, trailer of any kind, truck, truck camper, recreation vehicle, or tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any portion of the lot (except within an enclosed garage), driveways or streets. Driveways leading to lots are to be used for passenger vehicle parking only.

8. No nuisance shall be permitted to exist or operate upon any lot or common area so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot and no odors shall be permitted to arise therefrom, so as to render any lot or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any lot. No noxious or offensive activity shall be carried on in any lot nor shall anything be done thereon which may be or may become an annoyance or a detriment to adjoining lot Owners. The Committee in its sole discretion shall have the right to determine the existence of any nuisance.

9. No garbage or trash shall be placed or kept on any lot except in covered containers of any type, size and style which are approved by the Committee. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection, and then only the shortest time reasonably necessary to effect such collection.

10. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any lot which is in view of the roadway or neighbors lot.

11. No lot shall be further subdivided or separated into smaller lots and no portion less than all of any such lot nor any easement or other interest therein, shall be conveyed or transferred or rented by any Owner.

4.

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12. No billboards or signs, including "For Sale" or "For Rent" signs, or other object shall be erected, placed or permitted to remain on any of the lots unless written approval is first obtained from the Committee. In any event no sign exceeding 1.5 square feet shall be allowed for any purpose. All signs must be "generic" style. Nothing herein contained shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agent, or structures, improvements or signs necessary or convenient to the development, sale, operation or other disposition of the property, or the use during such period of any portion of the property as sales and construction facilities.

13. Tin foil, newspapers or other materials, other than window draperies or custom window coverings, pertaining to the ownership, occupation or use of any lot is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

14. All dwelling units constructed within the Sub-division shall be built under license and auspices of a general contractor. All construction of the dwelling unit must be completed within nine (9) months of commencement of construction thereof. No garage, other building or trailer shall be erected or placed on any lot for the purpose of temporary living quarters.

15. All driveways must be constructed with an "all weather surface" as specified by City code and a culvert must be placed where the driveway crosses the drainage easement.

ARTICLE V

ENFORCEMENT

1. In the event that the Committee determines that an improvement is in need of repair, restoration or painting, due to an act or omission of an Owner, then the Committee shall give written notice to the Owner of the conditions complained of. The Owner shall submit corrective plans proposing his remedy to the condition complained of. The Committee shall approve or disapprove of the plans submitted by the Owner and set forth a time limit for the completion of the corrective work. In the event such work is not completed according to approved plans, within the allotted time, the Committee shall undertake remedy of the condition or violation. The cost thereof, together with interest thereon at the legal rate, shall be a charge to such Owner and a lien upon the Owner's lot subject to enforcement as if an assessment lien, as provided for herein.

5.

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2. The Declarant, the Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or heretofore imposed by the provisions of these Restrictions. Specifically, the Committee shall have the right of specific performance, it being recognized that damages in themselves are not an adequate remedy.

3. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in force and effect.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

The Developers shall form an Architectural Control Committee of not less than three (3) members consisting of the Developers' General Manager, one architect and one engineer. Prior to the commencement of any construction on any lot, the owners must submit their building plans and specifications to the Architectural Control Committee, which Committee shall review such plans or specifications for suitability and desirability including the materials of which it is to be built, the site upon which it is proposed to erect same, the harmony with the surroundings and the effect of the building, with respect to the view from and compatibility with adjacent and neighboring property. Should the Committee not respond to such application within a period of 30 days, said plans and presentation shall be considered to be approved. 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 Committee. All decisions of the Committee shall be final, and no owner or other person whomsoever shall have recourse against the Committee for its refusal to approve any such plans and specifications, or plot plan including landscaping.

ARTICLE VII

TERM

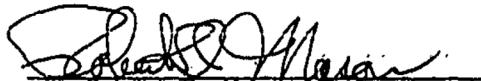
These Restrictions shall run with and bind the lots, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless amended or terminated as provided below. This Declaration may be amended or terminated during the first twenty (20) year period by an instrument signed by the Declarants and three-fourths (3/4) of the lot Owners other than the Declarants, and thereafter by an instrument signed by three-fourths (3/4) of the lot Owners. Any amendment or termination must be recorded.

6.

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IN WITNESS WHEREOF, the Declarants have affixed their names and signatures this 20th day of March, 1992.

LONGVIEW DEVELOPMENT CORPORATION,
INC., an Arizona corporation

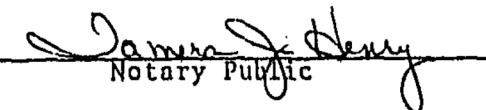

By: Robert D. Mason
Its: Vice President


By: Warner L. Owen
Its: Director

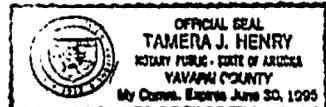
STATE OF ARIZONA)
) ss.
County of Yavapai)

On this, the 20th day of March, 1992, before me, the undersigned officer, personally appeared Robert D. Mason and Warner L. Owen who acknowledged themselves to be the Vice President and Director respectively of Longview Development Corporation, Inc., and that they being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves in such capacity.

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


Notary Public

My commission expires:



7.

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FIRST AMERICAN TITLE INSURANCE
AGENCY OF YAVAPAI, INC., as
Trustee under Trust 4403, and
not personally

Marilyn G. Saxerud
Trust Officer

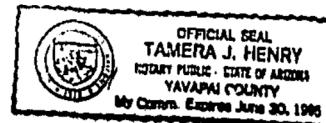
STATE OF ARIZONA)
County of Yavapai) ss.

On this, the 20th day of March, 1992, before me, the undersigned officer, personally appeared Marilyn G. Saxerud who acknowledged herself to be the Trust Officer of First American Title Insurance Agency of Yavapai, Inc. and that she being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

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

Tamera J. Henry
Notary Public

My commission expires:



8.

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