



DECLARATION OF RESTRICTIONS

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LONGVIEW ESTATES SUBDIVISION UNIT II

KNOW ALL MEN BY THESE PRESENTS:

That Donald L. Rider and Donna Rider, are the developers and owners of the following described premises situate in the City of Prescott, County of Yavapai, State of Arizona, to-wit:

LOTS numbered One hundred fourteen (114) through One hundred thirty three (133), inclusive, LONGVIEW ESTATES UNIT II, according to the plat of record in the office of the Yavapai County Recorder in Book of Maps, Page .

DONALD L. RIDER AND DONNA RIDER, their successors, assigns or appointees, hereinafter referred to as the Developers, and desiring to establish the nature of the use and enjoyment thereof, do hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof.

1. All lots of said Subdivision shall be used for residential purposes only. 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 1600 square feet of floor space, not including garages and carports; however, the Architectural Control Committee (see para.12 below) may on occasion approve a somewhat smaller house. If the owners of adjacent lots construct or place an improvement on the common lot line, such lots shall thereafter be considered as one lot for the purpose of interpreting these restrictions of governmental set back and sideline regulations, or any other governmental regulations applying to a lot. *BOOK 1822 PAGE 587*

2. 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 one (1) year 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.

3. Structures on the premises shall meet, or exceed, the then applicable specifications of the Federal Housing and Urban Development Department known as the Federal Housing Administration Specifications.

4. All driveways must be paved with concrete or asphalt, and a culvert must be placed where the driveway crosses the drainage easement. All drainage facilities installed and all landscaping which might impact on drainage must be approved in writing by the Architectural Control Committee.

5. No poultry, fowl, bees or animals, of any kind shall be kept on the Subdivision except for the usual household pets consisting of cats, dogs or small birds. No person or persons shall engage in the raising of household pets on any lot for the purpose of sale to others. No home occupations shall be engaged in on the premises.

6. Any drying laundry hung outside the dwelling must be kept in a well concealed drying yard area, causing wash not to be visible from streets.

7. For Sale or For Rent signs must be approved in writing by the Architectural Control Committee.

8. All garbage and trash shall be placed in rear of yard in properly covered containers, pending placing same in proper location for the City of Prescott garbage and refuse pick-up. There shall be no piles of refuse on any lot in the Subdivision at any time.

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9. No radio antennae or tower may be erected in the Subdivision except as designated and approved by the Architectural Control Committee described in Paragraph 12 below.

10. Any boat, boat trailer, travel trailer, camper, motor home or similar property shall be kept either in the rear of the dwelling or at the side of the dwelling if properly screened from view from the street.

11. If bottled gas is used, the bottles must be placed underground in a location approved by the Architectural Control Committee.

12. The Developers shall form an Architectural Control Committee of not less than three (3) members. 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. 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 Architectural Control Committee. All decisions of this 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.

13. The covenants herein contained run with the land, and, unless otherwise terminated by the Developers in accordance with the provisions herein contained, shall bind all persons in interest, all owners of lots in said Subdivision and their heirs, legal representatives, successors and assigns until January 1, 2000, at such time said covenants shall be automatically extended for successive periods of ten (10) years each unless by mutual agreement by the

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Developers and owners of a majority in number of lots at or prior to the end of the initial term or any successive period of ten (10) years, said covenants shall be amended, changed or terminated in whole or in part. These restrictions may be altered or amended by a majority vote of ninety percent (90%) of the lot owners, providing that such alteration or amendment shall not result in any decrease in the value of the premises.

14, Should any of the covenants or restrictions herein be held invalid or void, such invalidity or voidance of any covenant or restriction herein contained shall not affect the rest of this instrument or valid covenant or restriction herein contained.

IN WITNESS WHEREOF, the Developer has affixed his name and signature this 20 day of May, 1986.

Donald L. Rider
DONALD L. RIDER

Donna Rider
DONNA RIDER

STATE OF ARIZONA } ss.
County of Yavapai }

SUBSCRIBED and sworn before me this 20 day of May, 1986 by DONALD L. RIDER, and DONNA RIDER.

SEAL

W.W. Dean
Notary Public

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My Commission Expires:

My Commission Expires Mar. 27, 1988