

CITY of Prescott  
w/c



INSTRUMENT # 9351922  
OFFICIAL RECORDS OF  
YAVAPAI COUNTY  
MARGO W. CARSON  
REQUEST OF:  
SANTA BUILDING INC  
DATE: 10/15/93 TIME: 13:55  
FEE: 10.00 SC: 4.00 PT:  
BOOK 2712 PAGE 052 PAGES 010

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**DECLARATION OF RESTRICTIONS  
EAGLE RIDGE**

THIS DECLARATION OF RESTRICTION made and dated this <sup>15<sup>th</sup></sup> day of ~~OCTOBER~~, 19~~93~~<sup>92</sup>  
by CHAMBERLAIN FAMILY TRUST, being the owner of all the following described  
premises, situated in the County of Yavapai, State of Arizona, to wit:

Restrictive covenants for all phases of Eagle Ridge, a subdivision of the  
City of Prescott, Arizona legally described as Lot 3 and the NE 1/4 of the  
NW 1/4, of Section 27, T14 N-R2 W, G. & S.R.B. & M., of Yavapai  
County, Arizona comprising 45.03 acres more or less.

NOW, THEREFORE, The undersigned owner of the hereinabove desires said property to  
be conveyed subject to the following restrictions, conditions, covenants, charges, and  
agreements set forth in this Declaration, to wit:

**1. LAND USE AND BUILDING TYPE:**

No lot shall be used except for residential purposes. No building shall be erected,  
altered, placed, or permitted to remain on any lot other than one detached single  
family dwelling, which may include patio walls, swimming pool, garages, carports,  
servants' quarters, guest houses, ramadas, or other similar residential structures, not  
to exceed two (2) stories in height. No business, commercial use, trade, or  
manufacturing of any nature or description shall be carried on or transacted on any  
portion of said property nor shall any part of said premises be used as a hospital or  
sanitarium or other place for hire for the care or entertainment of persons suffering  
from any disease or disability whatsoever.

**2. LOT OWNERSHIP AND DIMENSIONS:**

None of said lots shall be resubdivided into smaller lots nor conveyed or encumbered  
in less than the full original dimensions of such lot, except for public utilities,  
provided that this restriction shall not prevent the conveyance or encumbrance of  
adjoining or contiguous lots or parts of lots in such a manner as to create parcels of  
land in common ownership having the same or a greater street frontage than originally  
provided and described for any one of the lots, portions of which are so conveyed or  
encumbered. Thereafter such part of adjoining or contiguous lots in such common

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ownership, shall, for the purpose of these restrictions, be considered as one lot. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any such lot shall, for the purpose of this provision, be treated as a whole lot.

3. **BUILDING ERECTION AND SETBACKS:**

No building shall be erected on any area which is reserved for road purposes or is now dedicated for streets or easements, nor upon any area subsequently granted for utilities or drainage purposes. No building shall be erected closer than 30 feet of the front property line. The side set backs must be at least 10 feet on each side. Rear set backs must be at least 25 feet. No buildings or structures shall be moved from other locations on to any lot, and all improvements erected on a lot shall be of new construction. No structure of a temporary nature, except those used by the original Developer, such as a trailer, shack, barn, or other out-building, shall be used on any lot at any time, either temporarily or permanently.

4. **ARCHITECTURAL CONTROL:**

No structure shall be commenced or erected on any of said lots until the design, location, exterior color, floor elevations, and kind of materials to be used and the locations and height of walls and fences and direction of facing of the main residential structure have been approved in writing by Jim Chamberlain or assignee who shall act until all of said property has been sold; thereafter by a committee elected by a majority of the then owners of lots constituting said property. Prior to the sale, all said lots, and in the event of death, resignation or incapacitated of Jim Chamberlain, their successors in title shall have full power to appoint a new person to act in lieu of such deceased, resigned, or incapacitated owner. Any of such persons may pass upon the design, location, and kind of materials for the proposed structure. A landscape design must be submitted with the building blueprints for approval by the Architectural Committee. In the event there is no committee or said committee fails to approve or disapprove a proposed structure within thirty (30) days after written requested to do so, then such approval will not be required. In such event, the design, location, and kind of materials of structure to be built on said lots shall be in harmony with existing homes in the immediate vicinity of said property.

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**5. SIZE:**

The floor area of the dwelling, exclusive of porches, garages, patios, showroom, or any other similar extensions or projections, shall not be less than 1,400 square feet of livable area, when there is a second story or a basement the ground level is at least 1,000 square feet. Each dwelling must provide a double garage. Any variation from these minimum square footages must be in writing by the Architectural Approval Committee.

**6. PLANS AND SPECIFICATIONS:**

The plans and specifications shall show the design, structural details, materials, finishes, exterior colors, site location, grades, and dwelling elevations and shall include a site plan of the building site proposed to be improved. A copy of the plans and specifications as finally approved shall be retained in the records of the Committee.

**7. SITE PLANS:**

Site plans shall show:

- i. Locations of all trees over three inches in trunk diameter one foot from the ground.
- ii. Trees to be removed to permit construction.
- iii. Locations of all easements.
- iv. Dimensions and bearings of the boundaries of the unit.
- v. Existing grades and grade changes.
- vi. Structure location.
- vii. Front side and rear set-backs.
- viii. Driveways and parking areas.

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8. **FENCES:**

There shall be no fencing except for specific purposes such as screening, child containment, animal control, or architectural effect. Plans showing the length, height, design, material, finishes, and colors of fences must be submitted to and approved in writing by the Committee. Provided however, that no more than 30% of any lot may be enclosed by fencing, no fence may be more than 5 feet in height and no chain link or barbed wire fencing will be allowed.

9. **EASEMENTS:**

Easements for installation and maintenance of utilities and for drainage facilities have been created as shown on the Plat. Within these easements, or any easements subsequently granted for utilities or drainage purposes, except as may be installed by the original Developer, or permitted in writing by the applicable utility company or governmental authority, no structure, planting or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of utility facilities. Any easement area upon a lot and all improvements located thereon shall be maintained continuously by the owner of that lot, except for those improvements located thereon shall be maintained continuously by the owner of that lot, except for those improvements for which a public authority or utility company is responsible.

10. **OBSTRUCTIVE MATERIALS:**

Firewood, repair materials, storage, lawn and your tools and equipment, and other temporary or permanent equipment must be screened or stored completely invisible from the streets and other homes. Air conditioners and coolers must not be mounted on the roof. No visible TV antennas will be allowed. Ham radio towers must be of the electrically or automatically raised type when in use, and lowered from view when not in use.

11. **GARAGES:**

No garage or other buildings shall be erected on any of said lots until a dwelling house shall be erected. During or after the erection of such dwelling house, the

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garage or other out-building may be used for non-paying guest or for actual servants or employees of the occupants of the main residential building, provided no such quarters shall be rented or used for income purposes. The garage doors will remain closed at all time except when in use in entering or leaving the premises.

**12. DRIVEWAYS WALKS:**

All driveways and walkways must be constructed of concrete masonry, wood, or similar materials. No asphalt pavement or gravel will be permitted.

**13. SIGNS:**

No advertising signs (except one "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisance items shall be erected, placed, or permitted to remain on any of said lots; nor shall the premises be used in any way which may endanger the health or unreasonably disturb the holder of any lot.

**14. NUISANCE:**

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

**15. LIVESTOCK AND POULTRY:**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except a reasonable number of dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

**16. LANDSCAPING:**

All landscaping shall be completed no later than six (6) months following the date of final inspection by the City of Prescott, either by homeowner or if presold by contractor upon completion. Landscape design shall be submitted to and approved

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by the Architectural Control Committee.

The native trees and shrubs are one of Eagle Ridge's major attractions, thus everything possible must be done to preserve the natural environment of the Property. The Architectural Control Committee may, at the lot owner's expense.

- i. Require replacement or substitute landscaping for trees or shrubs cut or removed without prior approval.
- ii. Enter upon any lot and remove any tree infested with IPS Beetles or and other destructive insects or diseases if, within five (5) days after receiving notification from the Architectural Control Committee such removal is not accomplished by the Owner.

17. **NOISE:**

Noise caused by improperly muffled vehicles such as cars, motorcycles, etc... will not be permitted.

18. **GARBAGE AND REFUSE DISPOSAL:**

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No substance, animal thing or material shall be kept upon the land that will emit a foul or obnoxious odor, or cause any notice that might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be enclosed so as not to be visible from any street or any other lot except when placed at the curbing on days regularly scheduled for the purpose of collection.

19. **WINDOWS:**

Prior to installation of any reflective materials for use on the windows or any portion of the units, approval and consent must be obtained from the Architectural Control Committee.

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20. **LIMITATION OF VEHICLES:**

Motorcycles, mopeds, mini-bikes, trail bikes, and other motor vehicles shall not be operated on the property except within the traveled areas of the roads. All such vehicles shall be equipped with a muffler in good working order and in constant use to prevent excessive or unusual noise. No repair or maintenance work shall be performed on any motor vehicle or other piece of equipment, except wholly inside a garage. Disabled vehicles and equipment shall be stored in a garage or removed from the property. Each owner shall provide adequate paved off-street parking space to accommodate the intended use of the Owner's lot and shall not park or permit others to park on unpaved portions of the lot. Except for permitted construction purposes or limited temporary parking for loading or unloading, no vehicle in excess of 6,500 pounds gross weight, no commercial vehicle, industrial equipment, recreational vehicle, boat, boat trailer, utility trailer, mounted, or unmounted camper, motor home, travel trailer, etc may be parked on Owner's lot on paved, or unpaved parking areas.

21. **DELETED:**

22. **CARE OF PROPERTIES:**

All vacant lots in this subdivision shall be at all times kept free of rubbish and litter, as to present a tidy appearance. The yards and grounds in connection with all improved properties shall be at all times kept in a neat condition to any extent sufficient to maintain an appearance not out of keeping with that of typical improved properties in this subdivision. During prolonged absence, owner of said lot agrees he will arrange for the care of the property during such absence.

23. **OIL AND MINING OPERATIONS:**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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**24. TIMELINESS OF CONSTRUCTION:**

Any building in this subdivision, the construction of which has been started, shall be completed without delay within one (1) year after obtaining a building permit therefore, and all plans must be approved by the Architectural Control Committee, except when such delay is caused by Act of God, strikes, actual inability of the owner to procure delivery of necessary materials, or by interference by other persons beyond the control of the owner to prevent. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.

**25. FIRE:**

In the event any home or structure is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within eighteen (18) months after such damage.

**26. SIGHT DISTANCE AT INTERSECTIONS:**

No fence, wall hedge, or shrub planting which obstructs sight lines at elevations two (2) feet above the roadways, shall be permitted to remain on any corner lots within the triangular area formed by the street property lines and a line connecting them at points fifty (50) feet from the property lines, or in the case of a rounded property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**27. WINDOW COVERINGS:**

No windows in the front or sides of the house shall at any time be covered with aluminum foil, bed sheets, newspapers, or any other like materials. Only proper drapes, blinds, or shutters will be allowed.

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28. ENFORCEMENT:

The covenants conditions and restrictions contained herein shall run with the land and shall be binding on all persons purchasing or occupying any lot in the subdivision after the date on which this instruments is recorded. In the event of any violation or attempted violation of these covenants, conditions and restrictions, any lot owner or owners in the subdivision at law or in equity to recover damages, to obtain an injunction or to have granted any other right or remedy; provided, however, that any breach of said covenants, conditions and restrictions, or any right of re-entry by reason thereof, shall not defeat nor affect the lien of any mortgage or deed of trust made in good faith and for value restrictions shall be binding upon and effective against any owner of a lot whose title thereto is acquired by foreclosure, trustee's sale or otherwise; and provided, also, that the breach of any said covenants, conditions, and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such mortgage or deed of trust. If any such action is instituted, the prevailing party shall be entitled to recover all costs thereof including a reasonable attorney's fees. All instruments of conveyance of any interest in all or any part of the premises shall contain reference to this instrument and shall be subject to the covenants, conditions and restrictions therein as fully as though the terms and conditions of this instrument were therein set forth in full; provided, however, that the terms contained therein shall be appurtenant to the land whether express reference is made or not. No private agreement of any adjoining property owners shall modify or abrogate any of these restrictive covenants conditions and restrictions.

29. SUBORDINATION:

Nothing contained in this Declaration shall be held to invalidate the lien of any mortgage or Deed of Trust prior to foreclosure, provided, however, that any purchaser at any mortgage foreclosure sale or sale under Deed of Trust shall hold title subject to all the provisions thereof.

30. AMENDED:

This Declaration may be amended by an instrument or counterparts thereof executed and acknowledged by the Owners of at least two-thirds of the lots in the Development. The amendment shall not be effective until the recording of such instrument.

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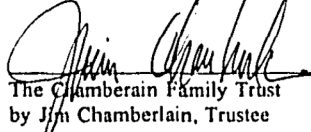
31. **RESPONSIBILITY:**

The lot owner is responsible for the succeeding owner being notified of the contents of these restrictions.

32. **TERMS:**

These covenants are to run with the land and shall be binding on the undersigned and all of its successors in title, interest or possession in all and every part of said premises until thirty (30) years from the recording of this instrument and thereafter said covenants shall be automatically extended for successive periods of ten (10) years, unless and until the owners of a majority of the lots affected hereby amend or revoke the same by written instrument, duly acknowledged and recorded.

In witness whereof: Jim Chamberlain, as Trustee of The Chamberlain Family Trust, in the State of Arizona, has executed this plat as such Trustee, being duly authorized to so do, on this 5th day of October, 1993.

  
The Chamberlain Family Trust  
by Jim Chamberlain, Trustee

**ACKNOWLEDGEMENT**

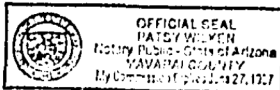
State of Arizona )  
                          )SS  
County of Yavapai )

On this 5th day of October, 1993, before me, the undersigned Notary Public, did personally appear Jim Chamberlain, who executed the foregoing instrument in the name of the Chamberlain Family Trust, as Trustee, being duly authorized to so do.

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

My commission will expire

  
Notary Public



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