

STATE OF ARIZONA) County of PIMA) No. 35892
 COUNTY OF PIMA) No. 4237 Page 440-446
 WASHINGTON) No. 127525 PM 12 04
 By: Melvin Zuckerman
 City: Tucson State: Arizona

SABINO VISTA HEIGHTS

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That MELVIN ZUCKERMAN and ENID ZUCKERMAN, husband and wife, hereinafter called the "Owner", presently the owners of the property described as follows:

Lot 1 through 8J, Sabino Vista Heights, a Subdivision of Pima County, Arizona, according to the official map or plat thereof of record in the office of the Pima County Recorder in Book 23 of Maps and Plats at Page 6 thereof.

do hereby declare and establish the following general plan for the improvement, development, ownership, use and sale of said property and each and every part thereof. as above described, and the manner, provisions, conditions, restrictions and covenants upon and subject to which said property and each and every lot thereof shall henceforth be used, improved, occupied, owned, sold and conveyed, and all of which shall be binding upon and inure to the benefit of the owner and future owners of said lots and all thereof and all of which shall apply to and bind the respective successors in interest of the present owner and future owners of said lots and all thereof, and all of which provisions, conditions, restrictions, and covenants are, and each of them is impressed and imposed upon each and every parcel of said property as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements, as follows, to-wit:

- (1) Each and every lot shall be used for private residence purposes only and no structure whatever other than one first-class private one-family residence, together with attached carports or guest houses, shall be erected, placed or maintained on any lot. No pre-fabricated houses shall be built upon any lot in the subdivision. All exteriors shall be of masonry or stainless steel and glass subject, nevertheless, to the approval of the owners or their agents. Each building must be covered only by a tile, shake, gravel, rock roof or asbestos and each roof shall meet with the approval of the owners, their agents or their architects. There shall be no changes of exteriors or roofs permitted unless written permission to do same is given by the owners, their agents or their architects. Any swimming pool constructed on any parcel shall be approved by the owners, their agents or their architect as to size, location, operation and method used to conserve water.

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(2) No business or profession of any nature (except a physician conducting his practice in his dwelling, employing not more than one nurse or assistant) shall be conducted on any lot; no building or structure, intended for or adapted to business purposes, double house, flat building, lodging house, rooming house, hospital, or sanitarium shall be erected, placed, permitted or maintained on any lot.

No room or rooms in any principal residence, nor any accessory buildings, or parts thereof may be rented or leased to others by the owner or owners of any lot; nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire lot, together with its improvements.

(3) No temporary house, house trailer, tent or other out building shall be placed or erected upon any part of said property and no residence placed or erected on any lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plan (as hereinafter provided) nor shall any residence, when completed, be in any manner occupied until made to comply with all requirements, conditions and restrictions herein set forth, provided, however, that during the actual construction or alteration of a building or any lot, necessary temporary building for storage of materials, etc., may be erected and maintained by the person doing such work. The work of constructing, altering or remodeling any building on any part of said property shall be prosecuted diligently from the commencement thereof until the completion thereof.

The foregoing provision of this declaration of restrictions shall not be applicable to lot 3 of Sabino Vista Heights Subdivision so long as said lot 3 is owned by the undersigned owners but upon transfer of the ownership of said lot 3 by said owners said provision shall be applicable to lot 3 of Sabino Vista Heights Subdivision.

No trailer or camper shall be kept on any lot whether occupied or not (except lot 2) unless same shall be completely screened from the roadway and other adjoining lots and residences.

(4) No building of any nature shall be removed from without said property to any lot within said property without the express consent of the owner, their agent or their architect and in the event a building shall be authorized to be placed from without the lot, said building shall comply in all respects with each and every provision of this declaration of conditions and restrictions relating thereto. In the event that any building substantially destroyed by fire or other cause remains unrepaired or is not removed from the property within the period of one (1) year from and after such destruction, the owners as listed herein or their agents, shall have a right of entry upon the land for the purpose of removing said building and to charge the expense of such removal to the owner of such lot.

(5) No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any water, oil, natural gas, petroleum, asphaltum or hydrocarbon products of substances be produced or extracted therefrom; except the corporation or its successors or assigns in said subdivision may drill for water to be used in a water utility.

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(6) No billboards or advertising signs of any character other than a physician's sign upon his dwelling in accordance with paragraph 2 hereof, shall be erected thereon, other than a name plate of the occupant of any residence. This provision shall not forbid the erection and maintenance of signs and billboards used in connection with the sale of houses or lots in the subdivision subject, however, to architectural approval as provided for herein.

(7) All clothes lines, equipment, service yards, wood piles or storage piles shall be walled in or kept screened by adequate planting or other means in such manner as to conceal them from the view of neighboring lots, roads or streets.

(8) No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious otherwise. No obnoxious or offensive activity shall be carried on or upon any lot nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties.

(9) No cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be kept or maintained on any part of said property. This restriction shall not be construed, however, as prohibiting the keeping of ordinary domestic animals upon said property; provided, however, that the owners, their successors and assigns shall have the right to order the removal from any lot or residence constructed upon any lot of any birds, fowl or animals which may be objectionable to any of the residents of adjacent properties. The owner of said birds, fowl or animals shall immediately remove the same from the premises upon receipt of said notice in writing from the undersigned, their successors or assigns.

Notwithstanding anything contained in the foregoing, horses may be kept upon lots 5, 6, 10, 18, 19, 27, 28, 29, 30, 31, 32, 33, 34, 54, 56, 76, 80 and 81, 82, 47 and 49 of Sabino Vista Heights Subdivision. In the event horses are kept or maintained upon any of the foregoing lots, all plans for the location and construction of corrals and/or stables must be approved by the undersigned, their successors or assigns in writing prior to the construction of such corral or stable and prior to the maintenance of such horses upon any of such lots.

(10) The native growth on said property, including cacti and palo verde trees, shall not be destroyed or removed from any of the lots in said subdivision by any of the lot owners, except such native growth as may be necessary for the construction and maintenance of roads, driveways, residences, garages, and other outbuildings, and/or walled in service yards and patios, and unless written permission be first had

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and obtained from the owners, their successors in interest or its architect.

(11) No bermuda grass or other lawn, the pollen of which is considered to be an allergy stimulant, shall be grown on any lot in the above-mentioned subdivisions.

(12) No lot or lots shall be subdivided except for the purpose of combining the resubdivided portions with another adjoining lot or lots, provided that no additional lot is created thereby. Any ownership or single holding by any person comprising parts of two adjoining lots or of the whole of one lot and part or parts of one or more adjoining lots shall for all purposes of this declaration of conditions and restrictions, be deemed as constituting a single lot.

(13) Some of the streets located in Sabino Vista Heights Subdivision will be platted and owned as private streets. Said streets will subsequently be conveyed to a neighborhood association to be known as Sabino Vista Heights Neighborhood Association. The undersigned owners reserve the right to determine the type and width of paving of such private streets and further, the undersigned, their successors and assigns, reserve the exclusive right to allow adjoining subdivisions either now in existence or to be subdivided in the future, to tie their street alignment into the private streets located in Sabino Vista Heights and to allow full and complete use thereof by the residents or owners of lots in said subdivisions.

(14) Every principal residence constructed on any lot shall have a fully enclosed floor area devoted to living purposes (exclusive of porches, terraces, garages and other outbuildings) of not less than 1600 square feet. This provision may be waived by specific written approval of the undersigned, their successors or assigns which such approval must be obtained prior to the commencement of construction of any residence upon such lot.

(15) On building plans for any building, wall, fence, coping, or other structure whatsoever to be erected on or moved upon or to any part of said property and the proposed location thereof on any lot and the exterior color scheme thereof and any changes after approval thereof and any remodeling, alteration or addition to any building or other structure on any lot in said subdivision shall be subject to approval in writing of the owner, or their successor and assigns, their agent or architect who may be authorized for such purposes.

Before the owner of any lot shall commence the construction or alteration of any building, wall, fence, coping or other structure whatsoever on any lot such owner shall submit to the owner as above mentioned two (2) sets of plans and specifications for such structure and no structure of any kind shall be erected, altered, placed or maintained upon any lot in said subdivision unless and until the plans, elevations and specifications therefor, have received the written approval of such owner, agent or architect. Such plans shall include a plot plan showing the location on the property in question of the building, wall, fence, coping

or other structure proposed to be constructed or altered, together with the proposed color scheme thereof. There shall be a charge of \$150.00 made by the undersigned owner, their successors or assigns for the examination of the foregoing plans and specifications which such fee shall be payable at the time such plans or specifications are submitted for approval.

The owner, agent, or architect shall either approve or disapprove said plans and specifications within thirty (30) days from the receipt thereof. One set of said plans and specifications with the owners, agents or architect's approval or disapproval endorsed thereon shall be delivered to the property owner submitting said plans and specifications by the undersigned owner, agent or architect and the other copy thereof shall be retained by the undersigned, their successors or assigns. If such owner, agent or architect shall fail in writing to approve or disapprove of such plans and specifications within thirty (30) days after the delivery thereof to him and no action has been instituted to enjoin the construction, the provisions of this paragraph shall be deemed waived.

Said owner, agent or architect shall have the right to disapprove any plans and specifications submitted to him as aforesaid if such plans and specifications are not in accord with this Declaration of Restrictions, or are not in harmony with the general surroundings or with adjacent buildings, or if such plans and specifications are not complete. The decision of said owner, agent or architect shall be deemed final.

(16) Any building or structure constructed upon any of the lots subject to these restrictions shall conform in all respects to CRI zoning ordinances of Pima County, Arizona.

(17) No radio or television antenna or aerial shall be constructed or installed which shall extend beyond five (5) feet in height when same has been installed over the highest point of the roof upon which same is installed.

No basketball hoops or stanchions shall be placed or maintained upon any lot which is subject to these restrictions unless same is placed in such a manner as to not be visible from the road.

All mail boxes and exterior post lights placed or maintained upon any lot in Sabino Vista Heights Subdivision shall be identical with others placed or maintained in said subdivision and shall be purchased from the undersigned, their successors or assigns and the location of same must be approved in writing, by the undersigned, their successors or assigns before the installation thereof. In the event the undersigned, their successors or assigns fail or refuse to furnish such mail boxes and exterior post lights for purchase by lot owners, such lot owners may obtain their own from other sources provided same are identical with other mail boxes or exterior post lights previously installed.

(18) The aforesaid provisions, conditions, restrictions and covenants and each and all thereof shall run with the land and continue and remain in full force and effect at all times and against all persons until January 1, 1995; provided, however, that seventy-five (75) per cent of the record owners of the lots in said subdivision shall have the right to amend or change any one or all of these restrictions, conditions and covenants.

(19) All provisions, conditions, restrictions and covenants herein shall be binding on all lots and parcels of real estate and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that the corporation or other property owner shall have notified in writing the owner or lease in possession of the lot upon which such breach has been committed to refrain from a continuance of such action or correct such breach, shall warrant the undersigned or other lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief; if such be granted the court may, in its discretion, award to Plaintiff in such action his reasonable expenses in prosecuting such suit, including attorneys fees.


Provided that any violation of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property. But such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

(20) No delay or omission on the part of the owners or their successors or assigns in interest, or the owner or owners of any other lot or lots in said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the corporation, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

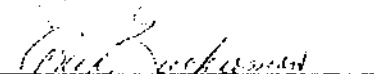
(21) In the event that anyone or more of the provisions, restrictions, and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth, shall continue unimpaired and in full force and effect.

(22) Said property shall be subject to any and all rights which the county of Pima and/or the City of Tucson may require through dedication, or by the filing or recording of maps or plats of said property.

(23) Electric power and water service will be made available through private utility companies or government utilities authorized by the state of Arizona. The owner of the subdivision guarantees no certain quality or quantity of water or electric power to be furnished by said private companies or government utilities and shall in no event be liable for any shortage of water or electric power, due to causes beyond the control of said subdivision owner.



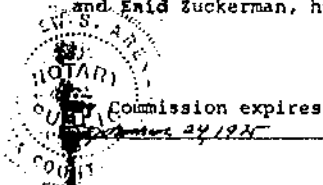
Melvin Zuckerman

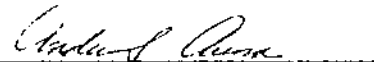


Enid Zuckerman

STATE OF ARIZONA)
COUNTY OF PIMA) ss

The foregoing instrument was acknowledged before me this 25 day of April, 1972 by Melvin Zuckerman and Enid Zuckerman, husband and wife.





Notary Public

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