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Book 4434 Page 946
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SABINO VISTA KNOLLS

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Arena, Zuckerman & Associates, a partnership, hereinafter called the "owner" presently the owners of the following described real property:

Lots 1 through 60, Sabino Vista Knolls, 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 24 of Maps and Plats at page 32 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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1 (2) No business or profession of any nature (except
2 a physician conducting his practice in his dwelling, employing
3 not more than one nurse or assistant) shall be conducted on
4 any lot; no building or structure, intended for or adapted to
5 business purposes, double house, flat building, lodging house,
6 rooming house, hospital, or sanitarium shall be erected, placed
7 permitted or maintained on any lot.

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

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

27 No trailer or camper shall be kept on any lot whether
28 occupied or not, unless same shall be completely screened from
29 the roadway and other adjoining lots and residences.

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

44 (5) No derrick or other structure designed for use in
45 boring for water, oil, or natural gas shall be erected, placed
46 or permitted upon any part of said property, nor shall any
47 water, oil, natural gas, petroleum, asphaltum or hydrocarbon
48 products of substances be produced or extracted therefrom;
49 except the corporation or its successors or assigns in said
50 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.

(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 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.

1 (13) Every principal residence constructed on any lot
2 shall have a fully enclosed floor area devoted to living pur-
3 poses (exclusive of portions, terraces, garages and other
4 outbuildings) of not less than 1500 square feet. This pro-
5 vision may be waived by specific written approval of the
6 undersigned, their successors or assigns which such approval
7 must be obtained prior to the commencement of construction
8 of any residence upon such lot.

9 (14) All building plans for any building, wall, fence,
10 coping, or other structure whatsoever to be erected on or
11 moved upon or to any part of said property and the proposed
12 location thereof on any lot and the exterior color scheme
13 thereof and any changes after approval thereof and any remodel-
14 ing, alteration or addition to any building or other structure
15 or any lot in said subdivision shall be subject to approval
16 in writing of the owner, or their successor and assigns, their
17 agent or architect who may be authorized for such purposes.
18 Any and all walls, including but not limited to patio walls,
19 which project from or are attached to a main residence, and
20 which parallel a street, shall be constructed of the same
21 material as the main structure on said lot. This provision shall
22 be enforced or may be waived by the architectural committee as
23 provided for herein.

24 Before the owner of any lot shall commence the cons-
25 truction or alteration of any building, wall, fence, coping
26 or other structure whatsoever on any lot such owner shall submit
27 to the owner as above mentioned two (2) sets of plans and speci-
28 fications for such structure and no structure of any kind shall
29 be erected, altered, placed or maintained upon any lot in said
30 subdivision unless and until the plans, elevations and speci-
31 fications therefor, have received the written approval of
32 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 \$25.00 made by the
undersigned owner, their successors or assigns for the exami-
nation of the foregoing plans and specifications which such fee
shall be payable at the time such plans for specifications are
submitted for approval.

33 The owner, agent, or architect shall either approve
34 or disapprove said plans and specifications within thirty
35 (30) days from the receipt thereof. One set of said plans
36 and specifications with the owners, agents or architect's
37 approval or disapproval endorsed thereon shall be delivered
38 to the property owner submitting said plans and specifications
39 by the undersigned owner, agent or architect and the other
40 copy thereof shall be retained by the undersigned, their suc-
41 cessors or assigns. If such owner, agent or architect shall
42 fail in writing to approve or disapprove of such plans and
43 specifications with thirty (30) days after the delivery thereof
44 to him and no action has been instituted to enjoin the con-
45 struction, the provisions of this paragraph shall be deemed
46 waived.

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1 Said owner, agent or architect shall have the right
2 to disapprove any plans and specifications submitted to him
3 as aforesaid if such plans and specifications are not in
4 accord with this Declaration of Restrictions, or are not in
5 harmony with the general surroundings or with adjacent build-
6 ings, or if such plans and specifications are not complete.
7 The decision of said owner, agent or architect shall be
8 deemed final.

9 (15) Any building or structure constructed upon any
10 of the lots subject to these restrictions shall conform in
11 all respects to CR2 zoning ordinances of Pima County, Arizona.

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

16 No heating or cooling equipment or units may be placed
17 or stored upon the roof of any dwelling located in this sub-
18 division.

19 No basketball hoops or stanchions shall be placed
20 or maintained upon any lot which is subject to these restric-
21 tions unless same is placed in such a manner as to not be
22 visible from the road.

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

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

43 (18) All provisions, conditions, restrictions and
44 covenants herein shall be binding on all lots and parcels of
45 real estate and the owners thereof, regardless of the source
46 of title of such owners, and any breach thereof, if continued
47 for a period of thirty (30) days from and after the date that
48 the corporation or other property owner shall have notified
49 in writing the owner or lessee in possession of the lot upon
50 which such breach has been committed to refrain from a con-
51 tinuance of such action or correct such breach, shall warrant

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1 the undersigned or other lot owner to apply to any court of law
2 or equity having jurisdiction thereof for an injunction or other
3 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.

4 A violation of the foregoing provisions, conditions,
5 restrictions or covenants shall not defeat or render invalid
6 the lien of any mortgage or deed of trust made in good faith
7 for value as to any portion of said property. But such
8 provisions, conditions, restrictions and covenants shall be
9 enforceable against any portion of said property acquired by
any person through foreclosure or by deed in lieu of fore-
closure of any violation of the provisions, conditions, res-
trictions and covenants herein contained occurring after the
acquisition of said property through foreclosure or deed in
lieu of foreclosure.

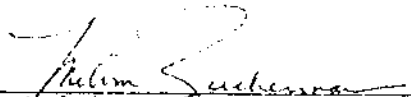
10 (19) No delay or omission on the part of the owners
11 or their successors or assigns in interest, or the owner or
12 owners of any other lot or lots in said property in exercising
13 any right, power or remedy herein provided for in the event
14 of any breach of any of the provisions, conditions,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

23 (20) In the event that anyone or more of the pro-
24 visions, restrictions, and covenants herein set forth shall be
25 held by a court of competent jurisdiction to be null and
26 void, all remaining provisions, conditions, restrictions and
27 covenants herein set forth, shall continue unimpaired and in
28 full force and effect.

29 (21) Said property shall be subject to any and all
30 rights which the County of Pima and/or the City of Tucson
31 may acquire through dedication, or by the filing or recording
32 of maps or plats of said property.

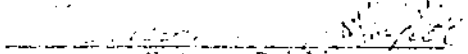
(22) Electric power and water service will be made
available through private utility companies or government
utilities authorized by the State of Arizona. The owner of
the subdivision guarantees no certain quality or quantity of
water or electric power to be furnished by said private
companies or government 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.

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Melvin Zuckerman

STATE OF ARIZONA)
COUNTY OF PIMA) ss

The foregoing instrument was acknowledged before me
this 30th day of January, 1973 by Melvin Zuckerman
one of the partners of Arena, Zuckerman & Associates.


Notary Public

My Commission expires
6/11/75

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