

SABINO VISTA SOUTHEAST #1

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That TEKTON CORPORATION, an Arizona Corporation, hereinafter called the "Owner", presently the owner of the property described as follows:

Lots 1 through 47 inclusive of Sabino Vista Southeast #1, a Subdivision of Pima County, according to the official map or plat thereof of record in the Office of the Pima County Recorder, in Book of Maps and Plats, at Page 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 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-family residence, together with attached carports, guest houses, shall be erected, placed or maintained on any lot.
2. No business or profession of any nature 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, hotel, hospital, or sanitarium shall be erected, placed, permitted or maintained on any lot.

No room or rooms in any principal residence, nor any accessory building, 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 outbuilding shall be placed or erected on 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, 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 on 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 pro-

erty shall be pursued diligently from the commencement thereof until the completion thereof.

4. No building of any nature shall be removed from without said property to any lot within said property without the consent of the Owner or its representative authorized for such purpose; and in the event a building shall be placed from without the lot, said building shall comply in all respects with each and every provision of this Declaration of Restrictions and conditions 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 a period of one year from and after such destruction, a representative of the Owner 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 building or 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 or substances be produced or extracted therefrom; except the Owner or its successors or assignees in said subdivision may drill for water to be used in a water utility.
6. No billboards or advertising signs of any character, 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.
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 Owner, its successors or assigns, shall have the right to order the removal from any lot any birds, fowls, or animals which are objectionable to any of the residents of adjacent property. The owner of said birds, fowls, or animals shall immediately remove the same from the premises upon receipt of notice in writing from the undersigned, its successors or assigns.
10. The native growth on said property, including cacti and palo verde trees, shall not be destroyed nor 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 Owner, its successors in interest or duly authorized representative.
11. 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 Restrictions and conditions, be deemed as constituting a single lot.

12. Any building or structure other than a wall or fence erected or placed upon any lot in said subdivision, excluding uncovered terraces, steps and/or roof projections at the eaves, shall be set back from the lot lines such distances as may be required under applicable zoning requirements.
13. 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.
14. The aforesaid provisions, conditions, restrictions and covenants, and each and all thereof, shall run with the land, and shall continue and remain in full force and effect at all times and against all persons until January 1, 1995; thereafter, seventy-five per cent (75%) 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.
15. All provisions, conditions, restrictions and covenants herein shall be binding on all lots and parcels of real estate, and upon 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 Owner or other property owner shall have notified, in writing, the owner or lessee in possession of the lot upon which such breach has been committed to refrain from a continuance of such action or to 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; and if such be granted, the Court may in its discretion award to plaintiff in such action his reasonable expenses in prosecuting such suit, including attorney's fees.

Provided, that any violation of the foregoing provisions, conditions, restrictions or covenants shall not defeat nor 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.
16. No delay or omission on the part of the Owner, its 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 whomsoever against the Owner, their successors or assigns, for or on account of failure or neglect by the Owner, its successors or assigns, 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.
17. In the event that any one 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.

18. 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 and/or plats of said property.
19. 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.

DATED THIS 8th DAY OF June, 1972.

TEKTON CORPORATION, an Arizona corporation

BY: J. W. Palmer
J. W. Palmer, Executive Vice-President

STATE OF ARIZONA)
 : ss
COUNTY OF PIMA)

The foregoing Declaration of Restrictions was acknowledged before me this 8th day of June, 1972, by J. W. Palmer, Executive Vice-President of Tekton Corporation, an Arizona corporation, Owner.

C. J. Hodges
Notary Public

Commission expires August 5, 1975.



149 No. 85701
 I hereby certify that the within instrument is a true and correct copy of the original as recorded in my office on June 10, 1972 at 42519 (see 1382-341)
 Witness my hand and official seal this 10th day of June 1972.
 Notary Public, State of Arizona
C. J. Hodges

am-1210 cr-741