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SABINO VISTA SOUTH #2

DECLARATION OF RESTRICTIONS

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and seal of office this 12th day of November, 1970.

1. I, the undersigned, an Arizona corporation, hereinafter referred to as the Owner, presently the owner of the property

located in Sabino Vista South #2, a subdivision of Pima County, Arizona, according to the official map or plat recorded in the Office of the Pima County Recorder, in Book 20 of Maps and Plats of Pima County, Arizona.

I hereby declare and establish the following general plan for the development, development, ownership, use and sale of said property, and each and every part thereof, as above described, including the number, prohibitions, conditions, restrictions and covenants, and subject to which said property, and each and every part thereof, shall henceforth be used, improved, occupied, owned, conveyed, and all of which shall be binding upon and enforceable in 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 prohibitions, 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 of said property as the dominant tenement or tenements, as follows:

1. Each and every lot shall be used for private residence purposes only, and no structure whatever other than one-first-class, single-story, private, one-family residence, together with attached carports, guest houses, shall be erected, placed or maintained on any lot. No prefabricated houses shall be built in this subdivision. All exteriors shall be of masonry, masonry and wood, or stainless steel and glass. Each building must be covered only by a tile, shake, gravel, rock roof or asbestos.

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, nursing home, hotel, hospital, or sanitarium shall be erected, placed, permitted or maintained on any lot.

3. 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.

4. No temporary house, house trailer, tent or other outbuilding 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, 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 buildings 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.

No building of any nature shall be removed from without said property on 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 on any lot within said property, 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.

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

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.

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.

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.

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 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 subdivision.
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 Restrictions and conditions, be deemed as constituting a single lot.
13. 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 outbuilding) of not less than 1,400 square feet.
14. 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.
15. 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.
16. 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.
17. 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

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.

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 whatsoever against the Owner, their successors or assigns, for or on account of failure or neglect of 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.

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.

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.

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 5th day of August, 1970.

TEKTON CORPORATION, an
Arizona corporation

By 
MARTIN GINSBURG, Vice-President

STATE OF ARIZONA)
) 35
COUNTY OF PIMA)

The foregoing Declaration of Restrictions acknowledged before me this _____ day of _____, 1970, by MARTIN GINSBURG, Vice President of TEPYON CORPORATION, an Arizona corporation, Owner.



Notary Public

My Commission Expires:
