

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the ARIZONA REALTY, CONSTRUCTION AND SUBDIVISION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Arizona, and having its principal place of business in the City of Tucson, County of Pima, State of Arizona, is the owner in fee simple of all of that tract of land situated in the County of Pima, State of Arizona, and described as

Blocks 1 and 2, San Clemente, a subdivision of Block 30 and 19 of Country Club Heights, Southside, according to the map which is of record in the office of the County Recorder of Pima County, Arizona, in Book 6 of Maps and Plats at page 2 thereof.

That the said Arizona Realty, Construction and Subdivision Company hereby certifies and declares that it has and does hereby establish a general plan for the improvements, development, ownership, use, sale and conveyance of said property, and each and every part thereof, and does hereby establish the provisions, restrictions, conditions and covenants upon and subject to which said property and each and every lot shown on said recorded map and plat as lying within and being located within said property shall henceforth only be occupied, used, owned, sold and conveyed; that said property, and each and every part thereof, shall be improved, developed, used, owned, sold and conveyed by the said Arizona Realty Construction and Subdivision Company, as owner thereof, subject to such said provisions, restrictions, conditions and covenants, all of which are fully hereinafter set forth, and which provisions, restrictions, conditions and covenants, one and all, are for the benefit of the present and all future owners of said property; that said provisions, restrictions, conditions and covenants shall each and all apply to, and bind the respective successors in interest of the present and/or of all future owner, or owners, of the said lots, and each and every part thereof; that each of said provisions, restrictions, conditions and covenants shall impose upon each and all of said lots a servitude in favor of each and every lot in the said property, as the dominant tenement or tenements; that said provisions, restrictions, conditions and covenants are as follows, to-wit:

1. Each and every lot shall be used for private residence purposes only. No business of any nature shall be conducted on any lot and no building or structure intended for or adapted to business purposes and no apartment house, double house, flat building, lodging house, rooming house, hotel, hospital, and/or sanatorium shall be erected, placed, permitted or maintained on any lot. Nothing herein contained shall be held to prevent the carrying on of the professional business of a physician or surgeon in one or more rooms of a private residence building which is constructed for and occupied as a private residence.
2. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or on any building erected thereon, other than the reasonable signs relative to the sale or rent of lots or buildings, or professional signs of physicians or surgeons. No sign of a physician or surgeon shall exceed a size of one square foot, and no sign of any character shall be placed on any building or lot until the proposed sign has been authorized in writing by Arizona Realty, Construction and Subdivision Company, or its successors in interest as owner of the reversionary rights herein provided for, nor shall such sign be placed or maintained on any building or lot except in the position authorized in writing by the said Company.
3. No temporary house, dwelling or garage shall be placed or erected upon any lot. No residence shall be occupied in any manner while in the course of construction nor at any time prior to its being fully completed. No person shall reside in any garage erected on any lot during the construction and completion of a private residence on said

COPY TO ORIGINAL

lot, provided, however, that nothing contained herein shall be construed to prevent the incorporation and construction of a garage in and as a part of a residence. The work of constructing any residence or building shall be prosecuted diligently, and continuously from commencement until the same is completed.

4. No cattle, horses, sheep, hogs, rabbits, poultry, or other live stock, shall be kept or maintained upon any lot. Nothing in this restriction shall be construed, however, as preventing, or in any manner interfering with, the keeping of ordinary domestic pet animals.

5. No lot shall be sold, conveyed, rented or leased, in whole or in part, to any person of African or Asiatic descent, or to any person not of the White or Caucasian Race. No lot shall be used, occupied, or permitted to be used or occupied, in whole or in part, by any person of African or Asiatic descent, or by any person not of the White or Caucasian race, except such persons as may be employed thereon as domestic servants by the owners, or tenants, of any lot, or part thereof.

6. Only one first-class private residence and one private garage may be erected, placed, or maintained on any lot. No sheet iron or metal garage may be erected, placed or maintained on any lot.

7. No residence or building shall be moved on to any lot from outside without the written consent of the Arizona Realty, Construction and Subdivision Company, or its successors in interest as owner of the reversionary rights herein provided for; in the event a house should be so moved on to such lot, said house must comply in all respects with the provisions, conditions and restrictions contained herein.

8. No residence building shall be erected on any lot, unless it costs to erect at least, and is, when erected, fairly worth, inclusive of a separate or detached garage building, at least the sum of \$6,000.00.

9. Before beginning the construction of any building, fence, wall or other structure whatsoever on any lot, the person, or persons desiring to erect and/or construct the same shall submit to an Architectural and Planning Committee to be appointed from time to time by the Arizona Realty Construction and Subdivision Company, or its successors in interest as owner of the reversionary rights herein provided for, a complete set of building plans, elevations and specifications for the building, fence, wall, or other structure so desired to be erected, and no structure of any kind, the plans, elevations and specifications of which have not received the written approval of said Architectural and Planning Committee, and which does not comply fully with such approved plans and specifications, shall be erected, placed or maintained upon any lot. Said Architectural and Planning Committee shall have access to, and the right to inspect property and/or materials and/or costs at any time during the construction and/or alteration or remodeling of any main residence building.

10. Any main residence building erected, or placed upon any lot, excluding an uncovered porch, steps and/or roof projection at the eaves, shall be placed or constructed at least five (5) feet from any inside lot line, and at least twenty-five (25) feet from any street line, with the following exceptions:

On all corner lots and minimum distance from any side street line shall be ten (10) feet.

On lots numbered 1, 2, 3, and 4, all in Block 1 at least thirty-five (35) feet from the street line adjoining Quadrante; on lots numbered 5, 6, 7, 8, 9, 10, 11, 12, 13, and 17, all in Block 1, at least thirty-five (35) feet from the street line adjoining La Cresente; on lots numbered 15 and 16, all in Block 1 at least thirty (30) feet from the street line

adjoining La Cresente.

On lots number 17 and 18, all in Block 2, at least thirty (30) feet from the street line adjoining Calle Contento: on lots numbered 19, 20, 21, and 22 all in Block 2 at least thirty (30) feet from the street line adjoining Palomar Drive: on lots numbered 13, 14 and 15 all in Block 2 at least twenty-five (25) feet from the front street line and at least ten (10) feet from the side and rear street lines.

No separate or detached garage building shall be erected or placed within fifty (50) feet of any street line, with the exception of lots 5 and 12, all in Block 1 and lots 13, 14 and 15, all in Block 2; nor at any location on any lot that has not been first authorized in writing by the Arizona Realty Construction and Subdivision Company, or its successors in interest as owner of the reversionary rights herein provided for. No fence, wall or structure of any character whatsoever (other than those hereinbefore in this paragraph specifically mentioned) shall be erected, placed, or maintained upon any lot, except at such location as shall have been first authorized in writing by the Arizona Realty Construction and Subdivision Company, or its successors in interest as owner of the reversionary rights herein provided for.

Any building erected upon any lot shall be erected according to the building code of the City of Tucson, Arizona, in effect at the time such building is erected.

11. Any ownership, or single holding, by any person comprising parts of two adjoining lots, or of the whole or one lot, and part, or parts, of one or more adjoining lots, may, at the option of the Arizona Realty Construction and Subdivision Company, or its successors in interest, as owner of the reversionary rights herein provided for, and for all purposes of this Declaration, be deemed as constituting a single lot.

PROVIDED: That the aforesaid provisions, restrictions, conditions and covenants (except only as is hereinafter set forth) shall continue and remain in full force and effect at all times as against any owner of any lot, however his title thereto may have been acquired, until January 1, 1980, on which date the said conditions and restrictions shall terminate and end and thereafter be of no further legal or equitable effect on said property, or any part thereof, or any owner thereof, except that the restrictions referring to persons not of the white or Caucasian race shall be perpetual.

PROVIDED, HOWEVER: That the aforesaid provisions, restrictions, conditions and covenants may be modified and/or altered and/or abrogated in one or more respects upon agreements by 80% of the owners in interest of record of the entire property to which these restrictions and conditions apply. Although certain conditions and covenants expire January 1, 1980, and may be modified and/or altered and/or abrogated as hereinbefore provided on any date prior to January 1, 1980, any and all reversions for breach of any of said conditions or covenants committed or suffered prior to January 1, 1980, or prior to the date when said condition or covenant may have been modified, altered and/or abrogated, shall be absolute.

PROVIDED FURTHER: That in the event of a breach of any one or more of the provisions restrictions, conditions and covenants herein established, the owner, or owners of the lot, or lots, upon which said breach has occurred, or has been, or is being, committed and/or continued, shall be notified in writing by the Arizona Realty Construction and Subdivision Company, or its successors in interest as owner of the reversionary rights as herein provided for to discontinue, correct, remove or abate the same, and if said owner, or owners, shall fail, or neglect to discontinue, correct, remove or abate such breach, or breaches for a period of thirty days from and after the date he and/or they have been so notified such failure and/or neglect shall result in such said lot, or lots, upon which

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said breach or breaches has occurred and/or they have been so notified such failure and/or neglect shall cause such said lot, or lots, upon which said breach or breaches has occurred and/or has been committed, and/or is being continued to revert to the Arizona Realty Construction and Subdivision Company, or its successors in interest as owner of the reversionary rights herein provided for and the Arizona Realty Construction and Subdivision Company or its successors in interest as owner of the reversionary interest herein provided for shall, in such said event, have the right of immediate re-entry upon such of said lot or lots and may take and hold the same free from any claim, rights, or title of such said owner or owners; that as to each lot owner, the said provisions, restrictions, conditions and covenants herein contained shall be covenants running with the land and the breach of any thereof, beyond said thirty day period, may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary rights, or by any owner of any lot, but by no other persons.

PROVIDED FURTHER: That a breach of any of the foregoing provisions, restrictions, conditions and covenants, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith for value as to any lot or lots, or portions of lots in said property, but the same provisions, restrictions, conditions and covenants shall be binding upon and effective against all persons owning or claiming to own any of said lots whose title thereto or the title of whose grantor thereto is or was acquired by foreclosure, judicial sale, trustee's sale or otherwise.

12. An exclusive easement and right-of-way in perpetuity is hereby reserved by the Arizona Realty Construction and Subdivision Company, or its successors in interest as owner of the reversionary rights herein provided for, over, under, along, across, upon and through a strip of land as hereinafter described in the following lots, all in Block 1;

A strip of land eight (8) feet in width, the center line of which is the dividing line between lots 1, 2, 3, and 4 and lots 5, 6, 7, 8, 9, 10, 11 and 12 respectively; also a strip of land eight (8) feet in width, the center line of which is the dividing line between lots 13, 14, 15, 16, 17, 18 and 19 and lots 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 respectively; also, the southerly eight (8) feet of lots 20 and 31.

Also, over, under, along across, upon and through a strip of land as hereinafter described in the following lots, all in Block 2;

The southerly eight (8) feet of lots 1, 2, 3, 4, 23, 24, and 25; also, a strip of land eight (8) feet in width, the center line of which is the dividing line between lots 5, 6, 7 and 8 and lots 12, 11, 10 and 9 respectively; also, a strip of land eight (8) feet in width, the center line of which is the dividing line between lot 13 and lots 14 and 15 respectively; also, a strip of land eight (8) feet in width, the center line of which is the dividing line between lots 17, 18, 19, 20, 21 and 22 and lots 30, 29, 28, 27 and 26 respectively; also, the northerly eight (8) feet of lots 31, 32 and 33.

The aforesaid easements and rights-of-way are hereby reserved to the Arizona Realty Construction and Subdivision Company, and to its successors in interest as owner of the reversionary rights herein provided for, for the erection, construction, maintenance and operation of pole lines; with the necessary cross-arms and wires for the transmission of electric energy, and for telephone and telegraph and/or ^{for} the laying and maintaining of pipe mains and/or conduits for the furnishing of water, gas, sewer service and/or for other purposes, together with the right of entry for the purpose of erecting, constructing, laying, maintaining and reading gas and water mains, together with the further right to convey or lease the whole or any portion of such easement and right of entry to any firm, corporation, municipal body, person or persons, for above purposes.

13. No delay or omission on the part of the Arizona Realty Construction and Subdivision Company or its successors in interest as owner of the reversionary rights herein provided for, or of the owners of other lots, in exercising any right, power, or remedy herein provided in the event of any breach of the provisions, restrictions, conditions and covenants, or reservations 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 Arizona Realty Construction and Subdivision Company, or its successors in interest as owner of the reversionary rights as herein provided for, for or on account of its failure or neglect to exercise any such said right, power, or remedy, or for imposing restrictions herein which may be unenforceable by said owner.

PROVIDED FURTHER: That said property shall be subject to any and all rights or privileges which the City of Tucson, and/or the County of Pima, Arizona, may have acquired through dedication or the filing or recording of maps or plats of said property as authorized by law.

IN TESTIMONY WHEREOF, the said Arizona Realty Construction and Subdivision Company has caused these presents to be executed in its behalf and name, by its duly authorized President and attested by its duly authorized Secretary, and its corporate seal to be hereunto affixed this 13th day of October, 1930.

ARIZONA REALTY CONSTRUCTION AND SUBDIVISION COMPANY
 ATTEST: (CORPORATE SEAL) By Stanley Williamson
 By W. E. Clapp, Its Secretary Its President

STATE OF ARIZONA)
) ss
 COUNTY OF PIMA }

This instrument was acknowledged before me this 16th day of October, 1930 by STANLEY WILLIAMSON, as President and W. E. CLAPP, as Secretary of the ARIZONA REALTY CONSTRUCTION AND SUBDIVISION COMPANY, a corporation.

(NOTARY SEAL) Margaret A. Mitchell, Notary Public
 My commission expires 4-10-34.

Filed and recorded at request of Tucson Title Ins. Co. Oct 18 1-47 PM 1930
 #15915 Mabel H. Cooper, County Recorder
 By Edna S. ... Deputy

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That the Mortgage executed by Wm. L. Lindsey and Martha E. Lindsey, his wife, the parties of the first part therein, to H. C. Whittington the party of the second part therein, bearing date the 10th day of April, 1925, and recorded in the office of the County Recorder of Pima County, State of Arizona, in Book 59 of Mortgages, at pages 587 on the -- day of --, 192-- together with the debt thereby secured is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, -- ha -- hereunto set hand and seal this 17th day of October, 1930.

Signed and Delivered in the Presence of H. C. Whittington
 Elizabeth G. Haskell
 E. J. Montilla
 ILLINOIS
 STATE OF ARIZONA } ss
 County of Cook }

CITY OF TUCSON