

STATE OF ARIZONA }
COUNTY OF PIMA }

I hereby certify that the within
instrument was filed for record
in Pima County, State of Arizona

Witness my hand and Official Seal.

ANNA SULLINGER,
County Recorder

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No. 62126 MISCELLANEOUS 373 -
Book 1324 Page 374
Date: 1958 OCT 10 AM 8:56
Request of: ARIZONA LAND TITLE & TRUST CO.

By Eda Mae Langth
Deputy Fee: 2 50

DECLARATION OF ESTABLISHMENT OF
RESTRICTIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That ARIZONA LAND TITLE & TRUST COMPANY, an Arizona corporation, as TRUSTEE under Trust Agreement known as Trust No. 5355-T, being the owner of the following described real property in the City of Tucson, Pima County, Arizona, known as:

Lots 1 - 64 inclusive, except Lot 33A, Curly Horn according to the map or plat recorded in the office of County Recorder, Pima County, Arizona in Book 13 of Maps and Plats on Page 33

does hereby certify and declare that it has and does establish hereby a general plan for the improvement, development, ownership, use, sale and conveyance of said property and each and every part thereof, and does hereby establish the manner, restrictions and covenants upon and subject to which said property shall henceforth only be occupied, and that said restrictions, and covenants shall each and all apply to and bind the respective successors in interest of the present and/or future owners of said property and all of the same; and that each of said restrictions and covenants shall impose upon each and all of said property a servitude in favor of each and every portion of said property as to a dominant tenement or tenements and that said restrictions, and covenants are as follows, to-wit:

1. All property shall be used for one-story, private residence purposes only, and permanent main buildings shall be primarily of masonry construction.
2. No bill boards or advertising signs of any character shall be erected, placed, permitted or maintained on any property or any building erected thereon, other than reasonable signs relative to the sale or rent of property of buildings, or signs of professional people.
3. Cattle, horses, poultry or domestic pet animals may be kept or maintained
4. No building, garage, or fence of sheet metal or corrugated metal shall be erected on any property.
5. A temporary house, tent or trailer may be erected, placed and occupied as a residence for not more than 12 continuous months while constructing the permanent buildings. The work of construction on any permanent building or fence shall be prosecuted diligently and continuously from commencement of construction until completion.
6. The ground floor area of any main residence building, exclusive of all porches, garages, carports and outbuildings shall be not less than eight hundred fifty (850) square feet.
7. Any building or structure erected or placed on any property shall conform to the requirements of the Planning and Zoning Ordinance of Pima County, Arizona. Approval of plot plans shall be obtained from such authority and erection of the improvements in accordance with said approved plans shall constitute compliance with this section.
8. Any portion of said property may be resubdivided, but must conform to the requirements of the Planning and Zoning Ordinances of Pima County, Arizona at said time.
9. No business shall be operated on any residence property in the subdivision. This provision is not to be construed as to prevent any "Home Occupations" according to Pima County Planning and Zoning Ordinances.

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10. No portion of said property 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 property to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any property that will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace, comfort or serenity of the occupants of surrounding property. No noxious or offensive trade or activity shall be carried on upon any portion of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of surrounding property.

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

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

13. No delay or omission on the part of the undersigned or the owner or owners of any portion of said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, 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 undersigned for or on account of the failure or neglect of the undersigned to exercise any right, power or remedy herein provided for in the event of any such breach of any of said provisions, restrictions or covenants which may be unenforceable. In the event that any provision of these restrictions shall be held invalid it will not prevent the remaining provisions from being valid.

14. The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any portion of the above-described property until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners of the property in the above-described property it is agreed to change the said covenants in whole or in part.

IN WITNESS WHEREOF, the said ARIZONA LAND TITLE & TRUST COMPANY, an Arizona Corporation, as TRUSTEE, has caused these presents to be signed by its duly authorized Officers this 9th day of OCTOBER, 1958.

ARIZONA LAND TITLE & TRUST COMPANY
an Arizona Corporation, as TRUSTEE under
Trust Agreement known as Trust No. 5355-T

By John B. Wilkie
Vice Pres.

STATE OF ARIZONA
COUNTY OF PIMA

This instrument was acknowledged before me this 9th day of October, 1958, by JOHN B. WILKIE, as Vice-President of ARIZONA LAND TITLE & TRUST COMPANY, an Arizona Corporation, as an Act of such corporation.

B. B. Ambrose
Notary Public

(My Commission Expires 11-25-61.)