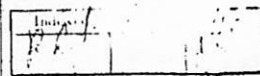


STATE OF ARIZONA
COUNTY OF PIMA

I hereby certify that the within No. 1379
instrument was filed for record
in Pima County, State of Arizona, Book

10430
1379

Page 555-560



By Edna Mae Smith Deputy
Zipf & Larkin

DECLARATION OF ESTABLISHMENT OF 550

CONDITIONS AND RESTRICTIONS FOR

ORO VALLEY ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That ORO VALLEY, INC., a corporation, being the owner
of the following described premises:

LOTS numbered ONE (1) to TWO HUNDRED THIRTY
FIVE (235), inclusive, ORO VALLEY ESTATES,
a subdivision of Pima County, Arizona, ac-
cording to the map or plat thereof of record
in the office of the County Recorder of Pima
County, Arizona, in Book 13 of MAPS and
PLATS at page 60

DOES HEREBY DECLARE AND ESTABLISH the following covenants, stipula-
tions and restrictions, all of which are to be construed as restri-
ctive covenants running with the title to the said lots in ORO
VALLEY ESTATES to provide a uniform plan for the use and enjoyment
thereof; and that all conveyances of said lots hereafter made shall
be subject to the said covenants, stipulations and restrictions.

1. Each and every lot shall be used for private resi-
dence purposes only, and no structure whatever other than the one
first-class private, one-family residence, together with private
garage, guest house and the necessary outbuildings shall be erected
placed or maintained on any lot.

2. No store, office or other place of business of any
kind and no hospital, sanatorium or other place for the care or
treatment of the sick or disabled, physically or mentally, nor a
theatre, saloon or other place of entertainment, nor any church,
organization headquarters, meeting place or assembly hall, shall
ever be erected or permitted upon any of the lots or any part there-
of, and no business of any kind or character whatever shall be
conducted in or from any residence on the lots.

3. The principal dwelling shall have a minimum fully
enclosed floor area devoted to living purposes, exclusive of por-
ches, terraces, garage and servant quarters, of 1500 square feet on
all of said lots.

4. All building plans for any building, swimming pool,
wall, fence, coping, or other structure whatever to be erected on
or moved upon or to any part of said property, and the proposed
location thereof on any lot, and the exterior color scheme thereof,
and any changes after approval thereof, and any remodeling, recon-
struction, alteration, or additions to any building or other struc-
ture on any lot in said property shall be subject to approval in
writing of an architect or agent appointed from time to time by the
undersigned, its successors and assigns, as its representative
authorized for such purpose.

5. Before the owner of any lot shall commence the con-
struction or alteration of any building, swimming pool, wall,
fence, coping or other structure whatsoever on any lot, such owner
shall submit to the architect or agent mentioned above, two com-
plete sets of plans, specifications and construction details for

1 said structure showing the nature, kind, shape, height, materials,
2 exterior color scheme, location and approximate cost of such
3 structure and the grading of the lot to be built upon, including
4 location, size and depth of septic tanks or cesspools, and no
5 structure of any kind shall be erected, altered, placed or main-
6 tained upon any lot unless and until the plans, specifications and
7 construction details therefor shall have received the written ap-
8 proval of such architect or agent.

9 6. The architect or agent shall either approve or dis-
10 approve said plans, specifications and construction details with-
11 in fifteen (15) days from the receipt thereof. One set of said
12 plans, specifications and construction details with the architect's
13 or agent's approval or disapproval endorsed thereon, shall be
14 delivered to the person submitting said plans, specifications and
15 construction details by the architect or agent; and the other copy
16 thereof shall be retained by the undersigned. If said architect
17 shall fail in writing to approve or disapprove of such plans,
18 specifications and construction details within fifteen (15) days
19 after the delivery thereof to him, and no action has been insti-
20 tuted to enjoin the doing of the proposed work, the provisions of
21 this paragraph shall be deemed waived.

22 7. Said architect or agent shall have the right to
23 disapprove any plans, specifications and construction details sub-
24 mitted to him as aforesaid if such plans, specifications and con-
25 struction details are not in accordance with all of the provisions
26 of this declaration or if, in the opinion of the architect or
27 agent the site, design or color scheme of the proposed building or
28 other structure is not in harmony with the general surroundings of
29 such lot or with the adjacent buildings or structures, or if the
30 plans, specifications and construction details submitted are in-
31 complete. The decision of such architect or agent shall be final.

32 8. Neither the undersigned nor any architect or agent
of the undersigned shall be responsible in any way for any de-
fects in any plans, specifications and construction details sub-
mitted in accordance with the foregoing, nor for any structural
defects in any building or structure erected according to such
plans, specifications, and/or construction details.

9. The following building location and height restric-
tions shall apply:

(a) No structure, other than a fence or wall, shall
be located nearer than thirty (30) feet to any street property
line.

(b) No structure, other than a fence or wall, shall
be located nearer than fifty (50) feet to any property line abut-
ting on the golf course property.

(c) No structure, other than a fence or wall, shall
be located nearer than thirty (30) feet to the rear property line.

(d) No structure, other than a fence or wall, shall
be located nearer than twenty (20) feet to any side property line.
For the purpose of this restriction, eaves, steps and open por-
ches shall be considered as part of the structure.

(e) No structure shall be erected, altered, placed
or permitted on said lots which exceeds in height sixteen (16)
feet from the highest finished grade line immediately adjoining
the foundation of the structure.

(f) No wall, coping, or fence exceeding five (5) feet in height may be erected or maintained on any lot; and no fence, wall or hedge shall be erected or maintained nearer than thirty (30) feet to any property line abutting on the golf course property.

PROVIDED, HOWEVER, where the topography or location of the property lines of any lot, or the configuration of the structure, or the combination thereof, prevent reasonable construction of the permitted structures, including fences and walls, within the specified area and height, the said architect or agent, may by affirmative action permit a variation from the requirements of these restrictions. In no event shall the said architect or agent permit a structure other than a fence or wall to be located nearer than ten (10) feet to any property line. If any dispute arises as to what constitutes a street, rear or side line, the decision of the architect or agent shall be final.

10. The said architect or agent shall approve the location, height and size of all power poles, radio and TV antennas on said lots.

11: When seventy-five percent (75%) or more of the lots in said property have been sold by the undersigned, then at any time thereafter the owners of the majority of all lots contained in said property may organize a neighborhood association or committee. Such neighborhood association or committee shall succeed to all of the powers and authority of the undersigned as to the manner in which the matters covered in paragraphs 4, 5, 6, 7, 8, 9 and 10 hereof shall be enforced.

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 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.

13. An entire lot, together with the improvements thereon, may be rented by the owner to a single family, but not otherwise.

14. No horses, 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 pet fowls or animals upon said property; provided, however, that the undersigned, its successors and assigns shall have the right to order the removal from any lot of any birds, fowls, or animals which may be 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 said notice in writing from the undersigned, its successors and assigns.

15. No temporary house, trailer, tent, garage or other outbuildings shall be placed or erected on the lots, and no dwelling shall be occupied in any manner at any time prior to completion; provided, however, that during the actual construction or alteration of a building on 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 the

1 dwelling shall be prosecuted diligently from the commencement
2 thereof until completion. In no event shall construction time be
over one (1) year.

3 16. With the exception of one "For Rent" or "For Sale"
4 sign (which shall not be over 15 x 25 inches) no advertising signs
5 billboards, unsightly objects or nuisances shall be erected,
6 placed or permitted to remain on any lot; nor shall the lots be
used in any way or for any purpose which may endanger the health
or unreasonably disturb the holder of any other lot.

7 17. No building of any nature shall be removed from
8 without said property to any lot within said property without the
9 consent of the undersigned, its successors and assigns, and in the
event a building shall be so placed from without on any lot, said
building shall comply in all respects with each and every provi-
sion of this declaration of conditions and restrictions relating
thereto.

10 18. No elevated tanks, of any kind shall be erected,
11 placed or permitted upon any part of said property, excepting
12 water storage tanks for the use of ORO VALLEY, INC., or any sub-
13 sidiary, assignee or successor thereof. Any tanks for use in
14 connection with any residence constructed on said property, in-
15 cluding tanks for the storage of gas and fuel oil, gasoline or
16 oil, must be buried or walled in or kept screened by adequate
17 planting or walls to conceal them from the view of the neighbor-
ing lots, roads or streets. All evaporative or other air condi-
tioning units or towers shall not be placed on the roof of any
structure, and any such units, clotheslines, equipment, service
yards, wood piles or storage piles shall be walled in or kept
screened by adequate planting, walls or other means in such manner
as to conceal them from the view of the neighboring lots, streets,
or from the view of the golf course property.

18 19. All rubbish, trash or garbage shall be removed
19 from the lots and shall not be allowed to accumulate thereon, and
20 shall not be burned except by use of incinerator and then only
21 between the hours of six (6) A.M. and ten (10) A.M. during week
days.

22 20. An easement and right-of-way in perpetuity is here-
23 by reserved for the benefit of all lots in said property for
24 drainage purposes and for the erection, construction, maintenance
25 and operation of pole lines with the necessary cross arms for
26 wires for the transmission of electrical energy and for telephone
27 lines and telegraph lines and for the laying and maintaining of
28 pipes, mains and conduits for the furnishing of water, gas, sewer
29 service or for other purposes together with the right of entry for
the purpose of installing, maintaining and reading electric and
water meters, together with the further right to ORO VALLEY, INC.,
or any subsidiary, assignee or successor thereof, to convey or
lease the whole or any portion of such easement, right-of-way, and
right of entry to any person or persons or to any corporation or
municipal body over, under, along, across, upon and through the
easements, which said easements are delineated and shown on the
map or plat of said ORO VALLEY ESTATES, as filed of record in the
office of the County Recorder of Pima County, Arizona.

30 21. ORO VALLEY, INC., or any subsidiary, assignee or
31 successor thereof, shall have the right to apply in the name of
the then record owners or otherwise, for a sewage disposal improve-
32 ment district, and to take all required action and steps to es-
tablish the sewage district, all without cost to ORO VALLEY, INC.

1 or any subsidiary, assignee or successor thereof. The lots shall
2 bear their proportionate share of the costs and assessments levied
by reason thereof unless contrary to applicable provisions of law.

3 22. ORO VALLEY, INC., or any subsidiary, assignee or
4 successor thereof, may build hotels, clubhouse facilities, cot-
5 tages, golf course, recreational facilities and other facilities
6 for lease or sale in tracts shown on ORO VALLEY ESTATES plat with-
out consent or approval of any owner, mortgagee or other person,
firm or corporation, owning or having any interest in any lot or
part of premises owned by ORO VALLEY, INC.

7 23. The native growth on said property, including
8 cacti, mesquite and palo verde trees shall not be destroyed or re-
9 moved from any of the lots in said subdivision by any of the lot
10 owners, except such native growth as may be necessary for the con-
struction and maintenance of roads, driveways, residences, garages
11 and other outbuildings, and/or walled in service yards and patios,
which native growth shall not be removed prior to commencement of
construction, and unless written permission be first had and
obtained from the undersigned, its successors and assigns.

12 24. The aforesaid provisions, conditions, restrictions
13 and covenants, and each and all thereof, shall run with the land
and continue and remain in full force and effect at all times and
14 against all persons claiming under them until January 1, 1999,
after which time they shall be automatically extended for succes-
15 sive periods of ten (10) years, unless prior to January 1, 1999,
or during any extension thereof, seventy-five percent (75%) of
16 the owners of record of the lots in said subdivision shall by
written instrument duly recorded declare a change of the same.

17 25. All provisions, conditions, restrictions and
18 covenants herein shall be binding on all lots and parcels of real
estate and the owners thereof, regardless of the source of title
19 of such owners, and any breach thereof, if continued for a period
of thirty (30) days from and after the date that the undersigned
20 or other property owner shall have notified in writing the owner
or lessee in possession of a lot upon which such breach has been
21 committed to refrain from a continuance of such action and to
correct such breach shall warrant the undersigned or other lot
22 owner to apply to any court of law or equity having jurisdiction
thereof for an injunction or other proper relief, and if such re-
23 lief 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.

24 Provided, that any violation of the foregoing provi-
25 sions conditions, restrictions or covenants shall not defeat or
render invalid the lien of any mortgage or deed of trust made in
26 good faith for value as to any portion of said property, but such
provisions, conditions, restrictions and covenants shall be en-
27 forceable against any portion of said property acquired by any
person through foreclosure or by deed in lieu of foreclosure for
28 any violation of the provisions, conditions, restrictions and
covenants herein contained occurring after the acquisition of said
29 property through foreclosure or deed in lieu of foreclosure.

30 26. No delay or omission on the part of the under-
31 signed or its successors or assigns in interest, or the owner or
owners of any other lot or lots in said property in exercising
32 any right, power or remedy herein provided for in the event of any
breach of any of the provisions, shall be construed as a waiver

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thereof or acquiescence therein; and no right of action shall accrue nor shall be brought or maintained by anyone whomsoever against the undersigned, its successors or assigns, nor shall the undersigned be liable for any damages for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing here- in provisions, conditions, restrictions or covenants which may be unenforceable.

27. In the event that any one or more of the provisions, conditions, 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.

28. Said property shall be subject to any and all rights which the County of Pima and/or the City of Tucson may acquire through dedication or by the filing or recording of maps or plats of said property, including but not limited to drainage easements.

IN WITNESS WHEREOF, we have hereunto set our hand and corporate seal this 10th day of February, 1959.

ORO VALLEY, INC.

By _____
President

ATTEST:

Assistant Secretary

STATE OF ARIZONA

COUNTY OF PIMA

This instrument was acknowledged before me this 10th day of February, 1959, by LOUIS F. LANDON and HENRY ZIPF, President and Assistant Secretary, respectively of ORO VALLEY, INC., a corporation, as an Act of such corporation.

Notary Public

My Commission Expires:

February 10, 1962