

NEW TUCSON UNIT NO. 5

DECLARATION OF RESTRICTIONS

ARIZONA LAND TITLE AND TRUST COMPANY, as Trustee under Trust No. 5602-T, being the owner of the property situate in NEW TUCSON No. 5 (formerly Corona de Tucson No. 6), a Subdivision of Pima County, Arizona, consisting of Lots 1 thru 312, both inclusive, of NEW TUCSON NO. 5, according to the plat of record in the Office of the County Recorder, Pima County, Arizona, in Book 17 of Maps and Plats at Page 51 thereof, do hereby abrogate and rescind the Declarations of Restrictions heretofore recorded in the Office of the County Recorder of Pima County, Arizona, in Docket 2120 at Page 246;

NOW THEREFORE, the ARIZONA LAND TITLE AND TRUST COMPANY, as Trustee under Trust No. 5602-T, owner of said property, in order to establish said amended general plan for the improvement, development, ownership, use, and sale of the above described property, do hereby subject the above described property to the following conditions, restrictions, and covenants, which shall run with the land and shall be binding on all present owners, and may be revised or amended at any time by the vote of the owners of a majority of the lots situate in NEW TUCSON NO. 5. Where more than one person owns a lot, or interest thereon, the concurrence of all such owners shall be necessary to entitle the owners of such lot to vote for such amendment or modification; and

THAT all of Lots 1 through 191, both inclusive, and Lots 193 through 311, both inclusive, shall be subject to the following Restrictive Covenants, all of which are and shall be construed as Restrictive Covenants running with the title to said premises, and with each and every lot, part and parcel thereof, to wit:

1. No building except a single family residential dwelling and a private garage, carport, or servants' quarters, for use in connection with such dwelling, shall be erected, maintained, or permitted on any lot or portion thereof. No dwelling shall be used except as a single family dwelling.
2. No dwelling shall be erected upon any lot unless such dwelling contains at least eight hundred (800) square feet of enclosed living area floor space. The term 'living area floor space' is exclusive of floor space in porches, pergolas, garages, carports, and servants' quarters. All buildings shall be constructed of brick, cement block, or other substantial construction. No more than one dwelling shall be built on any one lot.
3. No dwelling shall be erected or placed on any lot having a width of less than fifty (50) feet at the building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than six thousand (6000) square feet.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
5. No house trailer and no temporary or permanent building of any nature detached from the building shall be built, erected, placed, or maintained on any lot, provided, however, that a detached garage or carport limited in size to three-car capacity, or a detached garage or carport with servants' quarters attached, may be erected upon any lot, but such servants' quarters shall be used only by servants who are employed in the dwelling erected upon the same lot where such servants' quarters are located. No garage, carport, or servants' quarters shall be commenced or erected on any lot until construction of the dwelling, complying with these restrictions, shall have been commenced by a responsible

contractor pursuant to a bonafide building contract; and all buildings shall be of the same or similar style as that of the dwelling erected or being erected on the lot on which said buildings are located.

6. No commercial or business operation, other than arts, crafts, or professions operated solely by the members of the family occupying the dwelling, shall be conducted on any lot, and no exterior advertising is permitted.
7. No animals or fowl, other than ordinary household pets commonly housed in a residence, shall be kept, maintained, or bred on the property or any portion thereof.
8. No solid wall, fence, or hedge shall be erected or maintained nearer to the front lot line than the walls of the dwelling erected on such lot, and, in the case of any lots on which no residence has been erected, no solid wall, fence, or hedge shall be constructed or maintained closer than twenty (20) feet to the front lot line of any lot. No side or rear fence or hedge and no side or rear wall, other than the wall of a building constructed on any of said lots, shall be more than six (6) feet in height.
9. No temporary building shall be moved or placed upon or otherwise maintained on any lot, provided, however, that a temporary office, tool shed, saw shed, lumber shed, and sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots; but such temporary structures shall be removed at completion of construction or selling of dwellings, whichever is later. No 'For Sale' sign shall be placed on any lot except as approved by the Architectural Control Committee.
10. All clotheslines, equipment, service yards, wood piles, or storage piles shall be kept screened by adequate planting, fences, or walls, so as to conceal them from view of neighboring lots, streets, or golf course property. All rubbish, trash, or garbage shall be removed from the lots and shall not be allowed to accumulate thereon, and shall not be burned except by use of incinerator, and then only during the hours so specified by the governing authority.
11. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Manager of the Andrada-Corona Joint Venture or by the Architectural Control Committee, as the case may be, as to quality of materials and harmony of external design with existing structures. No fence or wall shall be erected, placed, or altered on any lot unless specifically approved as to location, height, and materials.
12. The Manager of the Andrada-Corona Joint Venture, or the successors of its interest as developers only, may, at any time hereafter, constitute and appoint an Architectural Control Committee, which shall include not less than three (3) resident owners of lots included in the foregoing description, for the purpose of giving the approvals herein required. In such event, the Manager of the Andrada-Corona Joint Venture shall establish such rules, regulations, and by-laws for the Committee as will assure the existence and continuity of such Committee for the purpose of giving such approvals.
13. The approval or disapproval, as required in these covenants, shall be in writing. In the event the Manager of the Andrada-Corona Joint Venture or the Architectural Control Committee, as the case may be, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

14. If the undersigned or any subsequent owner of any portion of said property shall violate, or attempt or threaten to violate, any of the covenants or restrictions herein contained during the term hereof, then the undersigned, or any other person or persons owning any portion of said property, may prosecute by law or bring proceedings against any person or persons violating, or threatening or attempting to violate, any such covenants or restrictions, and enjoin such person or persons from such violations, or such threatened or attempted violations; and all costs of such action or proceedings, including a reasonable attorney's fee, shall be chargeable to and assessed against the person or persons who have violated, or threatened or attempted to violate, any of these covenants or restrictions, provided, however, that a violation of these restrictive covenants, or any one or more of the, shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said lots or any part thereof.

The undersigned accordingly, by these presents, do hereby rescind said Declaration of Restrictions recorded in Docket 2120 at Page 246, and do hereby release the Vendor's Lien created by said Restrictions and consent to the release thereof and all conveyances wherein the Vendor's Lien was retained to effectuate the same. The undersigned further consent to the abrogation of the maintenance fund set out in said Declaration of Restrictions and to the return of all unexpended funds therein on a prorated basis. The undersigned hereby further consent to the making of Application to the Board of Supervisors of Pima County, Arizona, for the purpose of changing the name of CORONA de TUCSON NO. 8, in order that it will henceforth be known as 'NEW TUCSON NO. 5".

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed
this 24th day of February _____, 1964.

ARIZONA LAND TITLE AND TRUST COMPANY,
an Arizona Corporation, as TRUSTEE
under Trust No. 5602-T,

By:

STATE OF ARIZONA))
COUNTY OF PIMA) ss

Before me, on this 24th day of February, 1964, personally appeared SIDNEY NELSON, authorized officer for the ARIZONA LAND TITLE AND TRUST COMPANY, known to me to be the authorized officer for the ARIZONA LAND TITLE AND TRUST COMPANY, who acknowledged to me that he executed the foregoing instrument as such officer, as the voluntary act and deed of said company.

My Commission Expires:

July 14, 1967