

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That STEWART TITLE AND TRUST OF TUCSON, as Trustee under Trust Number 1712 being the owner of the following described real property:

VISTA CIUDAD ESTATES, Lots 1 through 32 Inclusive, and private streets, according to the official map or plat thereof of record in the Office of the Pima County Recorder in Book 29 of Maps and Plats at Page 60 thereof,

and desiring to establish the nature of the use and enjoyment of the above-mentioned real property, hereby declares that the following covenants, restrictions and reservations shall attach to said property and every portion thereof and shall constitute covenants running with the land for the benefit of all of the land described above. The above described real property is the first Phase of a development of VISTA CIUDAD ESTATES and other portions of said subdivision as same are completed for a phased construction program shall be subject to the hereinafter set forth covenants, conditions and restrictions and any amendments thereto.

1. All private streets (Common Area "A") within or fronting upon the real property described above as Indicated by the recorded plat referred to above shall be conveyed by the undersigned to VISTA CIUDAD ESTATES Homeowners Association, which said Association shall be a non-profit corporation and shall be formed contemporaneously herewith. In the event landscape median dividers are installed In the subdivision covered by these restrictions. same shall be installed and maintained in a manner compatible with proper traffic safety. All private streets within or fronting on the real property described above as may be owned by the Homeowners Association referred to herein, may upon notice to each homeowner in said subdivision be deeded by the Association to Pima County to become public streets and thoroughfares and to be maintained by Pima County if same are acceptable by Pima County for such maintenance.

2. VISTA CIUDAD ESTATES homeowners Association, hereinafter referred to as "the Association" shall accept ownership of and provide such necessary and appropriate action for the proper maintenance and upkeep of all privately owned street, referred to herein or as subsequently conveyed to the Association pursuant to the term hereof. It shall provide also for the payment of taxes and maintenance of private streets. Membership in said Corporation shall be as provided for in the Articles of Incorporation and By-Laws adopted by the Corporation.

3. The Association shall do all things necessary for the general benefit and welfare of the property owners of land described herein and shall manage and be responsible for the following matters

- A. Management of the Private Streets as of the lands described herein.
- B. Collection of all charges against lots described herein, in VISTA CIUDAD ESTATES as provided for or permitted hereunder.
- C. Enforcement of the rights and powers granted to it hereunder.
- D. Payment of taxes and insurance premiums for the private streets.
- E. To be responsible for the construction, control, maintenance, safety and liability of all private streets within the property described above.
- F. All other things set forth to Its articles of incorporation which are not inconsistent herewith.

4. The record owner of each lot within VISTA CIUDAD ESTATES shall pay to "The Association" within thirty (30) days of receipt of notice and Invoice, a sum equal to the total of the following which shall be determined by the Board of Directors of said corporation:

- A. The pro-rata share of the actual cost to said corporation in performing the function enumerated in the previous paragraph.
- B. The pro-rata share of the expenses of operating said corporation.
- C. The pro-rata share of an adequate reserve (to be determined by the Board of Directors of said corporation) for future repair, replacement, maintenance, improvement, insurance, fire protection, security and taxes.

5. Each Owner shall be responsible for and pay for all damage he, his guests, family, pets or employees cause to his or any other Member's property or to the private streets (Common Area "A") In VISTA CIUDAD ESTATES. If an Owner fails or refuses to pay for or properly repair such damage, the cost of repairing it shall be added to and become a part of the assessment to which his lot is subject, and collected in like manner as delinquent assessments.

6. All delinquent assessments shall be lien on the lot of the Owner who fail to pay them and shall bear Interest at the rate of eight percent (8%) per annum from the date on which they become delinquent. The duty of an Owner to pay these assessments is absolute and is not affected by any claim the Owner may have, or believes he has, against any other person, including the Declarant.

Any such lien shall be subject and subordinate to a recorded first realty mortgage upon any of sold Lots made in good faith and for value, whether now existing or made and recorded at any time hereafter. Should a mortgagee of a first mortgage of record, or any assignee of a first mortgage, obtain title to any lot as a result of a foreclosure of the first mortgage, such acquirer of title, his successor or assigns, including any purchaser at the Sheriff's Sale ordered by said foreclosure, shall not be liable for the share of common expenses or assessments by "The Association" chargeable to such Lot which became due prior to acquisition of title to such lot by such acquirer.

After acquisition of title, such acquirer shall pay the share of common expenses or assessments chargeable to such Lot.

In the event it shall become necessary for "The Association" to employ attorneys to collect delinquent assessments, whether by foreclosure of the lien created herein or otherwise, the delinquent Owner shall pay, in addition to the judgment obtained for the assessment and interest accrued thereon, a reasonable attorney's fee and all other costs and expenses incurred by "The Association" as a result of such delinquency.

7. All building plans for any building, wall, fence, coping or other structure whatsoever 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, alterations or addition to any building or other structure on any lot in said subdivision shall be subject to approval In writing of the owner or their successor and assigns, their agent or architect who may be authorized for such purposes.

Effective as of the date of recording of these Covenants, Conditions and Restrictions, H. Burton Darling, or his designate, is constituted as the Architectural Committee authorized to grant the approvals or revision of same as provided for herein, They shall remain as such Architectural Committee until such time as Seventy (70) percent of the lots covered by the First Phase shall have been sold by the owners named above, at which time "the Association" shall have the authority to name their own Architectural Committee who shall thereafter serve at the will of "the Association" which provision shall apply to each successive phase. Notwithstanding anything herein contained to the contrary, the Architectural committee and each member thereof, shall be held harmless by "the Association" from any and all liability it or they may incur as a result of having served on said Architectural Committee and rendering decisions which said Architectural Committee is authorized or empowered by this Declaration to render.

Before the owner of any lot shall commence the construction or alteration of any building, wall, fence, coping or other structure whatsoever on any Lot, such Owner shall submit to the Owner as above mentioned, two (2) sets of plans and specifications for such structure and no structure of any kind shall be erected, altered, placed or maintained upon any lot in said subdivision unless and until the plans, elevations specifications therefor, have received the written approval of such Owner, Agent or Architect. Such plans shall include a plot plan showing the location on the property

in questions of the building, wall, fence, coping or other structure proposed to be constructed or altered, together with the proposed color scheme thereof.

8. Lots shall be used for residential use only and construction thereon is restricted to single family dwellings attached or detached and no business uses or activities of any kind whatsoever shall be permitted or conducted upon said premises.

9. No part of any dwelling shall be used for living purposes until the entire structure is nearing completion, nor shall any structure of a temporary nature be used as a dwelling, nor shall any trailer, tent, shack, garage, barn, or any other structure or dwelling be moved onto the above-described property from outside the subdivision, except that a construction shed, used for the storage of tools and equipment, may be maintained by the builder during the period of construction of the subdivision. All dwellings shall be constructed to mean single-family dwellings of such style that does not unreasonably, in the opinion of the Architectural Committee, interfere with the view of any other lot: and, only one such dwelling shall be allowed on each lot. All residences shall be completed within one year from start thereof.

10. No animals, livestock or poultry shall be kept on the premises other than household pets (one exception to this is lot 12 which may have no more than two (2) horses to be stabled at the north end of said Lot.) No signs of a commercial nature (except for one "For Rent" or "For Sale" sign per parcel) shall be allowed and no billboard, store, office or other place of business of any kind, and no institutions or other place for the care or treatment of the sick or disabled, sickly or mentally, shall be placed or permitted to remain on said premises, and no trailer of any kind, mobile home, recreational vehicles, camper or boat will be permitted to remain on the premises for longer than 24 hours unless inside a garage or carport or unless completely screened from view of adjoining residences and from the streets, and no business of any kind or character whatsoever shall be conducted in or from the premises except the business of the developer during the period of development and sale of lots in this area, nor shall any unsightly object or nuisance (including but not limited to outside aerial or antenna) be erected, placed or maintained on any of said premises, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the owner of any dwelling in the subdivision.

No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum or hydrocarbon, products or minerals of any kind be produced or extracted herefrom,

11. Each unit shall be maintained free of rubbish, trash or garbage, and the same shall be removed from the premises and not allowed to accumulate thereon, and garbage cans. Incinerators, clotheslines and areas for the storage of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from adjacent parcels and streets, except for date or trash collection, at which time the trash containers shall be immediately removed from the point of collection and returned to the screened areas.

12. The native growth on said property, including cacti and palo verde trees, shall not be destroyed or 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 Architectural Committee.

13. No hospital, sanitarium, hotel, duplex or Apartment house of any kind or nature shall be constructed, permitted or maintained on any of said premises, nor shall any building on any of said premises be used or occupied for the care, lodging or entertainment for hire of persons suffering from disease.

14. 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,

15. Any building or structure constructed upon any of the lots subject to these restrictions shall conform in all respects to applicable Pima County Zoning Ordinances.

16. 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 outbuildings) of not less than 1,600 square feet. This provision may be waived by specific written approval of the Architectural Committee which such approval must be obtained prior to the commencement of construction of any residence upon such lot.

17. Private dwellings erected upon any lot shall have exterior walls constructed of stucco masonry or burnt adobe or slump block or clay brick or frame stucco or part redwood or cedar and other such masonry or wood materials as shall be approved in writing by the Architectural Committee.

All patio walls facing the street must be constructed of the same material and color as the house located upon such lot and plans for such patio wall must be approved by the Architectural Committee; remaining patio wall to be the same color both sides as the main house. Any other type of fencing must be approved by the Architectural Committee.

All roofs shall be finished with mission tile, shake, gravel or other such materials as may be approved by the Architectural Committee. All roof vents shall be painted same color as roof. Parapet walls, when used, must extend above the roof on all sides of the house.

All driveways and roads shall be surfaced with a minimum of two shot bituminous surface treatment to prevent dust, and so maintained.

18. 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.

19. All cooling and heating equipment shall be screened from view from the streets and other lots. No heating or cooling equipment may be stored or placed upon the roof of any dwelling constructed in the above described subdivision unless completely screened from view of adjoining owners and from the streets, and in any event, the location and plans for same must first be approved by the Architectural Committee.

20. Each owner of a house shall, at his expense, install a post light and mail box, with the location, color, size, design, lettering, standards, brackets, name signs as specified by the Architectural Committee.

21. No unlicensed wheeled vehicle (except bicycles), including, but not limited to, motorcycles, motor-bicycles or mini-bikes, shall be placed or permitted upon any part of said property without the consent of "the Association," which consent can be withdrawn at any time. No licensed vehicles shall be permitted on said property if such vehicles are a disturbance to adjacent property owners because of noise or method of operation. "The Association" shall have the right to order the removal from any lot of any vehicle which may be objectionable to the residents of adjacent property. The owner of said vehicle must immediately remove the same from the premises upon receipt of notice from "the Association."

22. No lot subject hereof shall be resubdivided except as approved by "the Association."

23. The aforesaid Provision, Conditions, Restrictions 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 against all persons until January 1, 1996, and shall be extended automatically for successive ten (10) year periods unless seventy-five (75) percent of the record owners in writing indicate their termination,

The foregoing instrument was acknowledged before me this 24th day of April 1978 by Wanda Denenfelser as Trust Officer of STEWART TITLE AND TRUST OF TUCSON as trustee only and not personally.

/s/ Patricia J. Kossack
Notary Public

My Commission expires:

3-15-80

Pursuant to Section 33-401.ARS, the names and addresses of the beneficiaries as disclosed by the records of said trust are as follows:

Darling Land Development, an Arizona corporation
6600 East Grant Road
Tucson, Arizona, 85715

Nancy Winnell Golder Hillman as
trustee U/A Lloyed W. Golder, Jr.,
and Esther B. Golder

By: /s/ Nancy Winnell Golder Hillman

Document Registry number by page: 5777-0673 thru 577-0679

AMENDED AND SUPPLEMENTAL DECLARATION OF

2. COVENANTS, CONDITIONS AND RESTRICTIONS

(recorded 3 October 1978, docket Book 6067 pages 505 and 506))

KNOW ALL MEN by these presents: that whereas, Stewart Title and Trust of Arizona under Trust Number 1712 is the owner of the following described real property:

Vista Ciudad Estates, Lots 1 through 32, inclusive, and private streets according to the official map or plat thereof record in the Office of the Pima County Recorder in Book 29 of Maps and Plats at Page 60 thereof. and,

WHEREAS, the undersigned deems It beneficial to Vista Ciudad Subdivision originally covered by Declaration of Covenants, Conditions and Restrictions recorded on May 16, 1978, in Docket Book 5777 at Pages 673 through 680 that said Declaration of Covenants, Conditions and Restrictions be amended, changed and modified in accordance with this Amended and Supplemental Declaration of Covenants, Conditions end Restrictions;

NOW, THEREFORE, in order to amend and supplement the general plan for the improvement, development and use of the property subjected to said Declaration recorded on May 16, 1978, the undersigned does hereby amend and supplement the Covenants. Conditions and Restrictions as follows:

1. As a general rule, garages or carports may not face the street without specific approval of the Architectural Committee, in which case garage doors will be required.
2. No sand or gravel is to be removed from water courses and arroyos within Vista Ciudad Subdivision.
3. In the event the streets within Vista Ciudad Subdivision are deeded to Pima County and accepted for Maintenance, then the Vista Ciudad Homeowners Association's responsibility for maintenance as stated in Paragraph Number 2 of the Covenants, Conditions and Restrictions as recorded on May 16, 1978, in Docket 5777 at Pages 673 through 680 shall cease.

STUART TITLE AND TRUST OF TUCSON

as Trustee under Trust NUMBER 1712, as

Trustee only & not in its Corporate

Capacity.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

(recorded 14 June 1979, docket Book 6049, pages 510 through 512, and docket Book 5874 pages 389 and 390))

KNOW ALL MEN BY THESE PRESENTS:

That STEWART TITLE AND TRUST OF TUCSON, as Trustee under Trust number 1712 being the owner of the following described real property:

VISTA CIUDAD ESTATES, lots 33 through 81 inclusive and private streets, according to the official map or plat thereof record in the Office of the Pima County Recorder in book 30 of Maps and Plats at page 93 thereof.

The above described real property is the SECOND PHASE of the development of Vista Ciudad Estates.

The Declaration of Covenants, Conditions and Restrictions and the Amendment thereto for the First Phase of Vista Ciudad Estates recorded on the 16 day of May, 1978, in Docket 5777, pages 0680 and amended on the 3 of October, 1978, recorded docket 5874, page 389 in the Office of the Pima County Recorder be and the same are hereby amended to include the above described lots 33 through 81 and said Declaration of Covenants, Conditions and Restrictions and amendment above mentioned shall apply in every respect to the Second Phase lots.

The above Declaration of Covenants, Conditions and Restrictions and Amendment shall also be amended to provide that the rear house set back line for lots 48 through 51 is a minimum of 70 feet from the rear lot line as indicated on the recorded plat.

IN WITNESS WHEREOF, I, or we, have hereunto set our hand(s) this 12th day of June 1979.

STEWART TITLE AND TRUST OF TUCSON as Trustee under Trust Number 1712 as Trustee only and not in its Corporate Capacity

