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RESTATEMENT OF DECLARATIONS OF PROTECTIVE COVENANTS FOR
CATALINA FOOTHILLS ESTATES NO. 7

This Restatement of Declarations of Protective Covenants for Catalina Foothills Estates No. 7 (the "Declaration") is made this 18TH day of MARCH, 1997 by Catalina Foothills Estates No. 7 Association, hereinafter referred to as "Association".

W I T N E S S E T H:

WHEREAS, the Association, is the successor in interest to the original Grantor named in the following Declarations of Protective Covenants for Catalina Foothills Estates No. 7 recorded in the office of the County Recorder of Pima County, Arizona, (the "original Declarations") in the following docket numbers and at the following pages and affecting the described following lots of Catalina Foothills Estates No. 7 (the "Lots"):

	<u>Docket</u>	<u>Beginning at Page</u>	<u>Date of Instrument</u>	<u>Lots Affected</u>
(1)	2647	184	December 27, 1965	1-30; 33-43
(2)	2663	17	January 11, 1966	31,32
(3)	3127	743	November 24, 1967	44-120
(4)	3657	185	January 7, 1970	121-186
(5)	4192	491	February 22, 1972	187-249
(6)	4426	139	January 17, 1973	250-314; P-1, P-2, P-3
(7)	4183	607	January 3, 1972	2-E

WHEREAS, Grantor caused the Association to be formed, under the laws of the State of Arizona, as a non-profit homeowners' corporation providing for the issuance of membership for each Lot.

WHEREAS, Grantor reserved the right at its sole option at any time thereafter to assign all or any part of its powers under the original Declarations to the Association.

WHEREAS, Grantor assigned all rights to the Association by those Assignments of Rights executed by the original grantor on May 9, 1973 and on May 15, 1980 which were recorded in the office of the County recorder of Pima County, Arizona, in Docket 4544 at page 869 and Docket 6286 at page 673, respectively.

WHEREAS, the original Declarations have been previously amended by the grantor and the Association by instruments recorded in the office of the County Recorder of Pima County, Arizona, in the following documents and at the following pages:

<u>Docket</u>	<u>Beginning at Page</u>	<u>Date of Instrument</u>	<u>Lots affected</u>
5785	868	May 24, 1978	All lots
7464	1006	January 15, 1985	All lots
10010	1037	March 6, 1995	All lots

WHEREAS, the Association hereby deems it beneficial to the owners of the lots to amend and restate the above Declarations in their entirety;

NOW, THEREFORE, pursuant to Paragraph II(V) of original Declaration Nos. 1, 2, and 4 above; Paragraph II(W) of original Declaration Nos. 3 and 7 above; and Paragraph II(22) of original Declaration Nos. 5 and 6 above, the Association does hereby declare that from and after the date of recording this Declaration, the Lots are and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations, and easements hereinafter set forth.

CLAUSE I

Definitions

1. "Association" shall mean the Catalina Foothills Estates No. 7 Association, incorporated as a non-profit corporation under the laws of the State of Arizona.
2. "Grantor" shall mean the individuals or persons identified or referred to as such in the original Declarations.
3. "Board" shall mean the duly elected Board of Directors of the Catalina Foothills Estates No. 7 Association.
4. "Approving agent" shall mean a person or persons duly appointed by the Board.
5. "Detached single-family dwelling" or "single-family dwelling" shall mean a site built building and structures

customarily appurtenant thereto, erected and maintained in conformance with the requirements of this Declaration for private residential purposes and designed for and occupied by a single family. It shall not mean any flat, apartment, multi-family dwelling or duplex, lodging house, rooming house, hotel, hospital, or sanitarium even though intended for residential purposes; nor shall it mean any so-called manufactured building.

6. "Single family" shall mean any number of individuals related by blood or marriage, or not more than four unrelated persons customarily living together as a single house-keeping unit, and using common cooking facilities, as distinguished from a group occupying a hotel, club, rooming house, dormitory, etc. A family shall be deemed to include domestic servants.

7. "Outbuilding" shall mean an enclosed, covered structure or ramada not directly attached to a single-family dwelling to which it is appurtenant.

8. "Residential building site" as well as "building site" shall mean any lot, a lot and portions of another contiguous lot, or two or more contiguous lots upon which a detached single-family dwelling may be erected in conformance with the requirements of the original Declarations or this Declaration; provided, however, an ownership or single holding by any person comprising parts of two adjoining lots, or the whole of one lot and part or parts of one or more adjoining lots, be deemed to constitute a single lot. No lot subject hereto shall be resubdivided.

CLAUSE II

1. No structure or improvement whatsoever except public utility facilities shall be erected, placed or permitted to remain on any portion of the above described land which does not constitute a building site.

2. No lot shall be used for any purpose other than for one first-class detached single-family dwelling for single family private use, a private garage, patio walls, swimming pool, guest house, servants' quarters and other outbuildings and improvements incidental to residential use of the premises, including public utility facilities, provided, however, the Association may construct or install decorative entrance walls, pillars, signs and other entrance features of the Board's own choice, type and design, on the corners of Lots 271 and 272 at the intersection of North First Avenue and East Via Entrada, said entrance features to be located outside of the building setback lines and confined to the corner of the lot or building site.

3. The native growth of said property, including Cacti and Palo Verde trees, shall not be permitted to be destroyed or removed from any of the lots in said property by any of the lot owners, except such native growth as it may be necessary to remove for the construction and maintenance of roads, driveways, detached

single-family dwellings and necessary garages and other out-buildings related to said residence and walled-in service yards and patios, unless written permission be first had and obtained from the Association.

No private road or driveway shall be constructed under the authority given until the person or persons desiring to construct such private road or driveway has submitted to the approving agent two sets of plans showing the location, course and width of said private road or driveway and the approval of the approving agent to the construction of such private road or driveway has been obtained in accordance with the provisions of Paragraph 4 below relating to the construction of other improvements upon said property.

4. All building plans and specifications, plot plans, including exterior color scheme, for any building, fence, wall or structure to be erected on or moved upon or to any part of said property, the proposed location thereof on any building site and any changes after approval thereof and any remodeling, reconstruction, alterations or additions to any building or other structure on any building site, shall be subject to the approval in writing of an approving agent appointed from time to time by the Board as its representative authorized for such purpose. Before beginning the construction of any building, fence, wall, coping or other structure whatsoever, or remodeling, or reconstructing or altering said structure on any building site, the person or persons desiring to erect or construct or modify the same shall submit to the approving agent two complete sets of building plans and specifications, plot plans, including exterior color scheme, for the building, fence, wall, coping or other structure so desired, to be erected, constructed or modified, and no structure of any kind, the plans, elevations and specifications of which have not received the written approval of said approving agent and which do not comply fully with such approved plans and specifications, shall be erected, placed or maintained upon any building site. The location of such improvements to be approved by the approving agent shall be staked on the site prior to such approval. Approval of such plans and specifications shall be evidenced by the written endorsement of the approving agent, made on said plans and specifications, a copy thereof to be delivered by said approving agent to the owner or owners of the building site upon which said prospective building or other structure is proposed to be erected, or to his agent or representative, prior to beginning said construction. One set of said plans and specifications shall be delivered to the Association to be kept permanently by it. No changes or deviations in or from said plans and specifications as approved by said approving agent insofar as the exterior of the proposed structure is concerned, shall be made without the written approval of said approving agent first had. The Association shall not be responsible for any structural defects in said plans or specifications, nor in any building or structure erected according to such plans and specification. Sewage systems and swimming pools are included within the meaning of the term structure. Alteration and

modification of a structure shall include, among other things, any treatment that changes the appearance of the exterior surface or any portion thereof, including the roof, by any means including, but not limited to, painting, spraying, stuccoing, plastering, etc., and window treatment, including awnings.

Said approving agent shall have the right and privilege to disapprove any and all plans and specifications submitted to him/her as aforesaid, for any one or more of the following reasons, to-wit:

A. If said plans and specifications are not in exact accordance with each and every provision of this Declaration.

B. If, in the opinion of said approving agent, the architectural design of the proposed building or other structures as shown by said plans and specifications, plot plans, including exterior color scheme, or the location of any structure be not in harmony with the general surroundings, or with the building or structures, or proposed building or structures, adjacent to the location at which said proposed building or structure is intended to be erected, or if the location or arrangement of any sewage system would endanger or interfere with any public utility facilities or improvements. The decision of said approving agent upon said subject shall be final.

C. That the plans and specifications submitted are not in detail or incomplete.

D. That the roof is either of a material, style, or color different from that specified by the approving agent. No white, near or off white, or reflective roofs shall be permitted.

Provided, however, that the Association shall not be liable in damages to anyone so submitting plans for approval, or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans; likewise anyone so submitting plans to the Association for approval, by the submitting of such plans, and any owner by so acquiring title to any of the covered property hereby, waives his/her claim for any such damages sustained.

5. No lot or portion thereof shall be used in whole or in part for the storage or dumping of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot 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 lot that will emit foul or obnoxious odors, or that will cause any noise that will or might

unreasonably disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

6. 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 a name plate of the occupant of any residence upon which his/her professional title may also be added, and provided no such sign or name plate shall exceed a size of one square foot. Such signs must be of a uniform shape as designated by the approving agent. Provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site during the course of construction of a new single-family dwelling and upon its completion, during the course of its initial sale, which signboard shall not exceed five square feet. Said sign shall not include any name other than the contractor's and/or lender's names. An "open house" signboard may be placed on any property which is then open for inspection by prospective buyers. Such "open house" signboard must be removed at the end of each day the house is open for inspection. No other signboards, including "For Sale" signs, are allowed at any time.
7. All driveways and roads shall be treated with a minimum of a two-shot bituminous surface treatment ("chip seal") to prevent dust, and so maintained. A blacktop or a concrete driveway shall be considered meeting the requirement of a minimum of a two-shot bituminous surface treatment.
8. All exterior lights must be so located as not to be directed toward surrounding properties or public rights-of-way.
9. All mailboxes, mail box standards, together with light, shall be of a uniform shape, size, color and design and be constructed in accordance with plans and specifications supplied by the Association, in order that the area be strictly uniform in appearance with respect thereto.
10. All gas meters shall be located at the main building so as to be obscured from view from any public right-of-way or adjoining property.
11. No evaporative cooler, air conditioning equipment, heating equipment, or cooling or heating ducts shall be placed, installed or maintained on the roof or wall of any building or structure. All cooling and heating equipment shall be ground mounted and concealed in an enclosure approved by the approving agent.

No solar collector shall be roof mounted unless adjacent parapet construction is of such height as to prevent its viewing from any point beyond the building site on which it is installed. A ground mounted collector must be walled-in or enclosed in such a manner as to be concealed from view from any point beyond the building site on which it is located; such enclosure shall be approved by the approving agent.

Any furniture or other objects of any kind shall be removed from a roof or placed so as not to be visible from adjoining lots whenever not being used, except as provided in Paragraph 14.

12. No variety of grass shall be grown on any lot outside a walled-in patio. Bermuda grass, of a variety recognized to be pollen free, and approved in writing by the Association, may be grown within a walled-in patio.

All trees and other vegetation planted on any of said property shall be kept trimmed to a height which will not materially interfere with the principal views from neighboring building sites.

13. 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 product or substances, or minerals, be produced or extracted therefrom.

14. No radio, television, or telecommunications transmission or receiving tower shall be erected, placed or permitted upon any part of said property. Roof-mounted or sidewall-mounted television, radio, and telecommunications rod or pole antennae (so-called "yagi" antennae) and other UHF, VHF, or microwave antennae which do not exceed 260 square inches in area shall not be included in the meaning of this paragraph; however, such new or replacement antennae extending more than five (5) feet above the roof line of the house shall be subject to approval by the approving agent.

Television, radio, or telecommunications broadcast or receiving antennae systems or equipment including, but not limited to "satellite dishes", in excess of 260 square inches in area are permissible providing

- A. they are ground mounted,
- B. they cannot be viewed from any point beyond the building site on which they are located, and
- C. their location and screening are approved by the approving agent.

15. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property. Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas and fuel oil, gasoline or oil, must be buried or walled in sufficiently to conceal them from the view from neighboring lots or other lots or roads or streets.

16. All clothes lines, equipment, mechanical equipment, wood piles or piles of dirt or rocks, or stored materials of any kind shall be walled-in and/or concealed at all times so that they may not be viewed from any point beyond the building site on which they are located.

17. Trash or rubbish containers shall remain concealed at all times from view of other lots and roads, and shall not at any time be placed along street rights-of-way.

18. Said property and the whole thereof shall be used for single-family dwelling purposes solely; no business of any nature nor any so-called home occupations, shall be conducted thereon. Rental of any guest house is prohibited, the occupancy thereof being limited to members of the owner's family, guests or servants. This shall not be construed as preventing the leasing or renting of an entire lot, together with the improvements thereon.

19. Any single-family dwelling erected upon any such building site and every part thereof shall be located not closer to any property line of said building site than thirty (30) feet. No garage, building or other structure shall be erected on said property closer than thirty (30) feet to the property line on any building site, except that a fence, wall, hedge or coping may be erected on any building site to within twenty (20) feet of any property line on any building site not adjacent to any public street or thoroughfare; no such fence, wall, hedge, or coping may be over six (6) feet in height in any event, and no such fence, wall, hedge or coping may be over four (4) feet in height if closer to the property line than thirty (30) feet. In determining the height of such fence, wall, hedge, or coping, the average ground level shall be used. However, exemptions from setback requirements for buildings and garages and height requirements for other structures shall be granted by the approving agent when in his or her sole judgment such exemptions will not be detrimental to any other lots. A swimming pool is included within the meaning of the term structure.

20. No garage or other building or structure shall be erected or permitted on any building site in said property until the construction and completion of a single-family dwelling thereon, except a single-family dwelling and the necessary outbuildings, garages, or other structure related thereto may be simultaneously constructed, provided, however, that nothing herein contained shall be construed to prevent the incorporation and construction of a garage in and as a part of such dwelling house.

21. No temporary house, dwelling, garage, outbuilding or other structure shall be placed or erected upon any part of said property. No residence placed or erected on any building site shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed as herein required, nor shall any residence when completed be in any manner occupied until made to comply with the approved plans, and all other conditions and restrictions herein set forth. All construction shall be completed within six (6) months from the start thereof, and any single-family dwelling, garage, building or other structure damaged by fire or by casualty, or being remodeled in any fashion, shall be repaired, replaced, or completed within six (6) months from the time of such damage or the approval of

plans by the approving agent, provided that the Board may extend such time when in its opinion conditions warrant same.

22. No trailer, motor home, camper, camper van, boat, truck (other than a pickup truck), commercial vehicle, construction vehicle or equipment, earthmoving vehicle or equipment or any other similar vehicle or equipment shall be parked or placed on the property for any period in excess of four (4) two (2) day periods in any one calendar month unless parked or placed within an enclosed structure approved by the approving agent. Such two-day periods shall not run consecutively. As used herein, the term "day" shall mean a full day or any part thereof. Out-of-area visitors with above-described vehicles may be accommodated for periods not to exceed seven (7) days in a six (6) month period by providing the Association Secretary with information relative to the time and duration of the visit. Such visitor vehicles shall be parked and serviced at the back of driveways away from the street and house fronts.

23. No animals or poultry of any kind other than domesticated pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to this Declaration, except as specified in paragraph 24 below. In no event, however, are more than two (2) dogs and/or cats more than ten (10) weeks old permitted. The Association shall have the right to order the removal from any lot of any animals which may be objectionable to any of the residents on adjacent property. The owner of said animals must immediately remove the same from the premises upon receipt of notice from the Association.

24. No stable or corral shall be permitted upon any lot other than one stable and corral on Lots 46, 52, 53, 54, 71, 73, 74, 75, 76, 81, 82, 83, 84, and 2-E.

All building plans, specifications and plot plans of any stable or corral are subject to approval in writing of the approving agent as provided in paragraph 4, Clause II above; however, in no event shall the total area of any such stable and corral exceed 2,500 square feet.

No horse, mule or burro may be maintained upon any lot unless the approving agent shall have first approved the erection of a stable or corral upon such lot, and no lot owner shall permit any horse, mule or burro to range at large upon any such lot, but all such animals shall be confined to an approved stable or corral. In no event, however, are more than two (2) such animals more than six (6) months old permitted.

Any stable or corral and the surrounding area shall be kept or maintained in a neat, clean and sanitary condition.

25. All electrical service and telephone lines from the utility company lines shall be placed underground and no outside electrical and telephone lines shall be placed overhead; provided that this requirement may be waived by the Association; provided

that one such waiver shall not constitute a waiver as to other lots or lines. Service to the individual building site of such lines, shall be taken from the point assigned by the approving agent.

26. Where sewer, water, or other public utility facilities have been installed to or near the property line of a particular lot, for the purpose of providing service to that lot, the service connection to service an improvement on that lot shall be made at and from the installed facility or point assigned by the approving agent only.

27. An easement upon and over the ten-foot perimeter of each and every lot is hereby reserved to the Association for utility purposes, with access thereto for installing, repairing and maintaining all facilities necessary for such purposes. The Board may assign any portion of the above easement rights to any other person or persons for the purposes specified, but any of said utilities shall be installed in such a manner as not to disturb or change existing structures.

28. There is hereby reserved for all residents of the property for the benefit of which this Declaration is executed, an easement to walk and to ride horses over, across and through the areas designated as "drainage-way easements" on the plats on record in the office of the County Recorder of Pima County, in

Book 18 of Maps and Plats at page 64
Book 19 of Maps and Plats at page 8
Book 20 of Maps and Plats at page 31
Book 22 of Maps and Plats at page 76
Book 24 of Maps and Plats at page 54.

29. There is hereby reserved to the Association an easement for ingress and egress along all water courses or arroyos on Lots 20, 23, 24, 26, 27, 28, 30, 31, 39, 40, 41, 46, 47, 52, 53, 54, 56, 57, 63, 64, 71, 73, 74, 75, 76, 79, 80, 81, 82, 83, 84, 85, 138, 139, 140, 141, 143, 144, 145, 146, 147, 148, 149, 150, 160, 165, 166, 167, 168, 171, 173, 174, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 207, 208, 209, 210, 211, 212, 215, 216, 218, 219, 220, 221, 222, 224, 225, 227, 229, 230, 231, 234, 235, 236, 237, 239, 240, 241, 242, 244, 245, 249, 250, 273, 274, 275, 287, 288, 289, 290, 293, 294, 297, and 298 for the movement and operation of heavy machinery and equipment along such water courses and arroyos.

CLAUSE III.

1. All of the aforesaid conditions and restrictions shall continue and remain in full force and effect at all times as against the owner of any portion of said property, however his/her title thereto may be acquired, until the commencement of the calendar year 2006, and shall be automatically continued thereafter for successive periods of ten years each; provided, the holders of record title of 51% of the front feet of the building

sites covered by this Declaration may by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same at any time at least one year prior to January 1, 2006, release all of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions or may release any of the property covered by this Declaration from any one or more of said restrictions, said release, change or modification to be effective January 2, 2006.

During each successive ten-year period after January 1, 2006, the same percentage of record title holders shall have the same power to release, change, or modify said restrictions as to any property then covered by said restrictions by executing, acknowledging and recording an appropriate agreement or agreements at least one year prior to expiration of said ten-year period, said release, change or modification to be effective at expiration of said ten-year period.

2. A breach of any of the provisions, conditions, restrictions, and covenants hereby established shall be enjoined or remedied by appropriate proceedings by the Association or by any owner of another lot in said property, but by no other person;

Provided, that the breach of any of the foregoing provisions, conditions, restrictions or covenants shall not affect 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 said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

3. In the event the Association incurs attorney's fees, court costs or other expenses in enforcing its rights under this Declaration, except as provided in paragraph 7 below, said costs and expenses shall be paid by the owner of the property committing or permitting the breach giving rise to such costs and expenses.

4. No delay or omission on the part of the Association or the owner of other lots in said property in exercising any right, power or remedy herein provided shall be construed as a waiver thereof or acquiescence in any breach hereof; and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association or members of the Board for or on account of their failure to bring any action on account of any breach hereof or for imposing restrictions herein which may be unenforceable.

5. The Association shall have the right, from time to time, to make any changes it desires in these conditions and restrictions which it deems beneficial to the owners of the majority of lots in said subdivision.

6. The owner of each building site bound by this Declaration shall pay to the Association within ten (10) days from receipt of an invoice a sum equal to the pro rata share of the actual or anticipated cost to the Board for installation, maintenance and improvement of entrance areas, trails, areas owned by the Association, street signs, and other expenses incurred or anticipated in the carrying out of its responsibilities as stated in the By-laws and in the Articles of Incorporation of the Association.

The total amount for such assessments against any single building site for any calendar year shall not exceed the sum of \$60.00, provided, however, the stated annual maximum sum assessed against each building site shall not be increased without the approval of two-thirds of record owners of lots in said subdivision.

Invoices for payment of any and all assessments may be submitted monthly or at any other regular interval as may be fixed by the Board. In the event any such invoice is not paid within thirty (30) days from the date the notice and invoice are mailed to the building site, the amount of such invoice shall be and become a lien upon the building site against which such assessment was levied. Such lien may be enforced and foreclosed as provided for the enforcement and foreclosure of mechanics' and materialmen's liens in Arizona.

The lien for such assessments shall be subordinate to the lien of any mortgage or deed of trust made in good faith for value covering the same property or a portion of the same property against which said assessment or assessments are made, but the liens of said assessments shall be binding and effective against any mortgagee or trustee or owner thereof whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

Any costs incurred by the Association in collecting assessments not paid within thirty (30) days from the date the notice and invoice are mailed to the building site may be charged to the delinquent building site owner or owners as provided by Arizona statute.

7. All disputes and disagreements between the Association and the owner or owners or occupiers of any property subject to this Declaration, and any and all amendments hereto, as to the existence, construction, validity, interpretation or meaning, compliance or noncompliance, enforcement, operation, or breach thereof shall be submitted to final and binding arbitration pursuant to the following procedure:

A. Either party to the dispute or disagreement may demand such arbitration by written demand for arbitration to the American Arbitration Association with a copy to the other party or parties to the dispute or

