

CATALINA VISTA SUB.

HARDY-STONECYPHER REALTY COMPANY,
a corporation (hereinafter called
The Subdivider)

RESTRICTIONS
Dated: October 17, 1941
Recorded: October 30, 1941
Book 74 Page 540
Miscellaneous Records

to

THE PUBLIC

AMENDED DECLARATION OF RESTRICTIONS, CONDITIONS,
COVENANTS AND RESERVATIONS APPLYING TO LOTS IN
CATALINA VISTA SUBDIVISION TO THE CITY OF TUCSON
PIMA COUNTY, STATE OF ARIZONA

KNOW ALL MEN BY THESE PRESENTS:

“WHEREAS, Hardy-Stonecypher Realty Co., a corporation, (hereinafter called the Subdivider) did heretofore and on the 30th day of September, 1940, file a map and plat of CATALINA VISTA SUBDIVISION in the office of the County Recorder of Pima County, Arizona, which map and plat is recorded in Book 7 of Maps and Plats at page 21 thereof, and did thereafter on the 2nd day of October, 1940, file in the office of said County Recorder of Pima County, Arizona a Declaration of Restrictions, Covenants and Reservations applying to lots in said CATALINA VISTA SUBDIVISION, which is recorded in Book 71 of Miscellaneous Records at pages 355, and did thereafter, and on the 23rd day of October, 1940, file in the office of the said County Recorder an Amended Declaration of Restrictions, Conditions, Covenants and Reservations, which amended instrument is recorded in Book 71 at page 458 of Miscellaneous Records in said Recorder’s Office; and did thereafter, and on the 24th day of September, 1941, file a map and plat consisting of a re-subdivision of a part of said CATALINA VISTA, which said map and plat is recorded in the office of the said County Recorder in Book 7 at page 32.

AND WHEREAS, the Subdivider desires to further amend said Declaration of Restrictions, Conditions, Covenants and Reservations so filed and recorded.

NOW, THEREFORE, In consideration of the premises, said restrictions, conditions, covenants and reservations are hereby amended to read as follows:

(A) No building, permanent foundation, wall or other structure shall be constructed on either Block 3 or Block "Q" of said subdivision within twenty (20) feet of the outside boundaries of either of said parcels of real estate.

The restrictions, conditions, covenants and reservations hereinbefore mentioned applying to the balance of said subdivision are as follows, to-wit:

(1) Said property and the whole thereof shall be used for private residence purposes only, and no structure whatever other than a first-class private, one-story, one-family residence, together with auxiliary buildings such as garage or guest house shall be erected, placed or maintained on any part of any lot in said subdivision, except that there may be erected and maintained on Lots 1, 2, 29 and 30 of Block "H", Lots 19, 20, 21 and 22 of Block "C", Lots 7, 8, and 9 of Block "N" of said subdivision, duplex or two-family houses, and provided that two-story houses may be erected on Lots 34, 35, 36, 37 and 38 of Block "O". A building plot may be less than a full lot as shown on said map and plat, but any such building plot shall not be less than Seventy-five hundred (7500) square feet in area or a width of less than Sixty (60) feet at the front building set-back line.

(2) No business of any nature shall be conducted on any part of said subdivision, and no apartment house, flat, lodging house, rooming house, motor court, hotel, hospital, sanatorium or sanitarium shall be erected, placed, permitted or maintained on said property, or any part thereof, save and except that Lots 34, 35, 36, 37 and 38 in Block "O" may be used for rooming, housing, and guest accommodation purposes in connection with the operation of the Arizona Inn. Nothing herein contained shall be held to prevent a professional man from using one or more rooms of a private residence building as his office, if said residence building is constructed for and occupied as a private residence.

(3) No buildings shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications, and plot plan showing the location of

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such buildings have been approved in writing by the subdivider or its designated architect or agent for such conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to property and building set-back lines. If said subdivider shall fail to approve or disapprove of such plans in writing within thirty days after such plans have been submitted to it, and no action has been instituted to enjoin the erection of such buildings or the making of such alterations, this provision shall be deemed waived. The Subdivider shall act without compensation in this connection and shall appoint a person qualified to act on its behalf. When 75 per cent or more of the lots in said subdivision have been sold to individual owners, then and thereafter said owners may organize a committee to supersede the subdivider in this capacity, making appropriate rules and provisions governing the conduct of such committee. All improvements shall be of the architectural design native to Arizona, to-wit, Spanish, Moroccan, Mexican, Indian or early Californian, and Modernistic variations of the same.

(4) No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on said property, or any part thereof, other than reasonable signs relative to the sale or rental of said property. The subdivider shall be the sole judge of the reasonableness of such signs.

(5) 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; and no oil, natural gas, petroleum, asphaltum or hydrocarbon products or substances shall be produced or extracted therefrom; and no wells shall be bored or dug for water, except by the Subdivider or by a company authorized to supply water for residences in said subdivision.

All water users in the subdivision shall purchase all water piped to their property exclusively from the Subdivider, or any successor of the Subdivider authorized to supply water to the said subdivision, and from no other source, at rates fixed by the Arizona Corporation Commission.

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(6) No trailer, basement, tent, shack, garage or other outbuilding erected in said subdivision shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence, nor shall any building prior to its completion be occupied in any manner as a residence.

(7) No cattle, sheep, goats, hogs, horses, rabbits, poultry or other livestock shall be kept or maintained upon said property. This paragraph shall not be construed, however, as prohibiting or in any manner interfering with the keeping of ordinary domestic pet animals upon said property.

(8) No noxious or offensive trade or activity shall be carried on upon any lot or block, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(9) No part of said property shall be used or occupied in whole or in part by any person of African or Asiatic descent, or by any person not of the White or Caucasian race, except such persons as may be employed thereon as domestic servants by the owners or tenants of any lot in said property.

(10) No buildings shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 6 feet to any side lot line, subject, however, to the provisions of Paragraph 3 respecting location of buildings.

(11) All buildings shall be erected in accordance with the building code of the City of Tucson, Arizona, in effect at the time such building is erected.

(12) An easement is reserved, as indicated on the recorded map and plat of said subdivision, over the rear or side of each lot in said subdivision for erection and maintenance of water, gas, electrical, sewer, telephone and other public utility lines. The Subdivider or its grantees or assigns shall be entitled to enter upon said premises at any time in connection with the furtherance of any such use.

(13) These restrictions, conditions, covenants and reservations shall run with the land and continue and remain in full force and effect at all times and against all persons until January 1st, 1966, at which time they shall be automatically extended for a period of ten

years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods the owner or owners of a majority of the lots in said subdivision shall by written instrument duly recorded declare a termination of the same.

(14) All provisions herein shall be binding on all lots and parcels of real estate and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty days from and after the date that the subdivider or other property owner shall have notified in writing the owner or lessee in possession of the lot upon which said breach has been committed to refrain from a continuance of such action and to correct such breach, and a failure to do so shall warrant the subdivider or other lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief is 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.

(15) Any breach of any of the conditions, restrictions, covenants or reservations herein contained shall not defeat or render invalid the lien of any mortgage, contract or deed of trust made in good faith for value as to any lot or lots in said subdivision but the provisions, conditions, restrictions and covenants shall be binding upon and effective against such mortgagee or other person whose title thereto or the title of whose grantor thereto is or was acquired by foreclosure, judicial sale, termination of contract, trustee's sale, or otherwise.

(16) In the event any one or more of the conditions, restrictions, covenants and reservations herein contained shall be declared to be null and void, the remainder hereof shall be unimpaired and in full force and effect.

(17) No residence with its garage and other auxiliary buildings shall be erected on any lot unless it shall cost to erect, and when erected be fairly worth, at least the following sums of money, and the main structure (exclusive of open porches and garages) shall contain not less than the following ground areas, to-wit:

On Lots Numbered	Area	Amount
12 to 15 inclusive Block K	2,000 Square Feet	\$8,000.00

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1 to 4	“	Block L		
1 to 4	“	Block M		
15 to 17	“	Block N		
1 to 3	“	Block O		
5 to 7	“	Block L	1,600 Square Feet	\$7,000.00
4 to 7	“	Block O		
13 to 20	“	Block H	1,400 Square Feet	\$6,000.00
13 to 20	“	Block J		
1 to 11	“	Block K		
5 to 7	“	Block M		
18 to 23	“	Block N		
11 to 16	“	Block G	1,000 Square Feet	\$5,000.00
9 to 12	“	Block J		
21 to 25	“	Block H		
9 to 14	“	Block N		
8 to 43	“	Block O		
9 to 14	“	Block P		
6		Block Seven (7)		
8 to 12	“	Block Nine (9)		
4 to 7	“	Block Ten (10)		
1 to 9	“	Block Eleven (11)		
1 to 10	“	Block Twelve (12)		
11 to 15	“	Block D	850 Square Feet	\$4,000.00
7 to 10	“	Block G		
1 to 12	“	Block H		
26 to 30	“	Block H		
1 to 8	“	Block N		
1 to 8	“	Block P		
15 to 28	“	Block One (1)		
6 to 12	“	Block Five (5)		
5 to 9	“	Block Six (6)		
1 to 5	“	Block Seven (7)		
7 to 10	“	Block Seven (7)		
1 to 14	“	Block Eight (8)		
1 to 7	“	Block Nine (9)		
1 to 3	“	Block Ten (10)		
9 to 31	“	Block C	750 Square Feet	\$3,000.00
7 to 10	“	Block D		

1 to 14 " Block One (1)
1 to 14 " Block Two (2)
1 to 16 " Block Four (4)
1 to 5 " Block Five (5)
1 to 4 " Block Six (6)

IN WITNESS WHEREOF, the said Hardy-Stoneypher Realty Co., a corporation, has caused these presents to be executed in its behalf and name by its duly authorized President, and attested by its duly authorized Secretary, and its corporate seal to be hereunto affixed this 17th day of October, 1941.

(Corporate Seal) (CORPORATE SEAL) HARDY-STONECYPHER REALTY CO.,
a corporation,

ATTEST:

George A Stonecypher
Its Secretary.

By Toney A Hardy
Its President.

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 17th day of October, 1941, by TONEY A. Hardy, as President, and by GEORGE A. STONECYPHER, as Secretary, of HARDY-STONECYPHER REALTY CO., a corporation.

(Notarial Seal)
(NOTARY SEAL)

My commission expires February 28, 1944. Lola Lee Holland Notary Public

Filed and recorded at request of Toney A. Hardy Oct 30 at 11:24 AM 1941
#13730

Anna Sullinger, County Recorder
By Marie A Kelly, Deputy