

**DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS
PANORAMA ESTATES 'A', TUCSON, ARIZONA
LOTS 1 TO 37 INCLUSIVE**

KNOWN ALL MEN BY THESE PRESENTS:

That Enos P. Schaffer and Pauline W. Schaffer, husband and wife, hereinafter called the subdividers, and Paul J. Wright and Byrdie B. Wright, husband and wife, Christopher G. Blecher and Kathe T. Blecher, husband and wife, Vera M. Athey, and Edward Clark are the owners in fee simple of that certain tract of land known and referred to the PANORAMA ESTATES 'A', more particularly described as follows, to wit:

The East 250 feet of the N.E. $\frac{1}{4}$ extending from the line south to the north side of the Sentinel Peak Road right of way; of Section 15, T 14 S, R 13 E, G&S.R.B.M. Pima County, Arizona.

1. Said property and the whole thereof shall be used for private residence purposes only.
2. No business of any nature shall be conducted on any part of said property;, and no building or structure intended for or adapted to business purposes, and no apartment house, double-house, flat buildings, lodging house, rooming house, hotel or hospital sanitarium, shall be erected, used or shall be permitted to have not more than three paying guests either for board and/or room, without violating the restrictions in this paragraph against maintaining a lodging house, rooming house, or hotel.

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 rent of said property, or portions thereof. The subdividers shall be the sole judges of the reasonableness of such signs.

3. No derrick or other structure designed for use in boring for oil or natural gas, petroleum, asphaltum or hydrocarbon products or substances shall be erected thereon, nor shall any of such products be produced or extracted therefrom; and no wells shall be bored or dug for water, except by the subdividers, or by a company authorized by the subdividers to supply water for residences in said subdivision.
4. No residence placed or erected on said property shall be occupied in any manner while in the course of construction, or at any time prior to its being fully completed as herein required. No garage or other out-building shall be placed, erected or maintained upon any part of said property except for use in connection with a residence already constructed or under construction at the time that such garage or other out-building is placed or erected upon the property.

5. No cattle, sheep, hogs, horses, rabbits, poultry or other livestock shall be kept or maintained upon said property or any part thereof. 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.
6. No structure whatever other than one first-class, private, one family residence with the customary out-buildings, shall be erected, placed, or maintained, or any parcel less than 9000 square feet in area.
7. No buildings shall be erected, placed or altered on any building lot until the building plans, specifications and plot-plan showing the location of such buildings have been approved in writing by the subdividers or their designated architect or agent for conformity and harmony of external design with existing structures in the subdivision, and as to location of the buildings with respect to property and building set-back lines. If said subdividers shall fail to approve or disapprove of such plans in writing within thirty days after such plans have been submitted to them, 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 subdividers shall act without compensation in this connection and may appoint a person qualified to act on their behalf.

When 75% or more of the lots of said subdivision have been sold to individual owners, then and thereafter said owners may organize a committee to supersede the subdividers in this capacity, making appropriate rules and provisions governing the conduct of such committee.

8. No trailer, basement, tent, shack, garage or other out-building erected in said parcel 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.
9. 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.
10. No buildings shall be located on any residential building plot nearer than ten feet to the front lot line, with the exception of lot number (1) one, with adequate provision for the parking of occupant's vehicles off the public streets; nor nearer than six feet to any side lot line, subject, however, to the provisions of paragraph 8, respecting location of buildings. 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.
11. Easements are reserved, as indicated on the recorded map and plat of said subdivision, over many of the lots and blocks in said subdivision for the erection, installation, and maintenance of water, gas, electric, sewer, telephone, and other public utility lines, and for water drainage. The subdividers, their agents, grantees, or assigns shall be entitled to enter upon said premises at any time in connection with the furtherance of any such use.
12. All provisions herein shall be binding on all lots and parcels of real estate in said subdivision 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 subdividers or other property owner 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 subdivides or other lot owner, in the aforesaid PANORAMA ESTATES "A", a subdivision, 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.

13. 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.
14. In the event any one or more of the conditions, restrictions, covenants or reservations herein contained shall be declared to be null and void, the remainder thereof shall be unimpaired and in full force and effect.
15. 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 May 1st, 1972, 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.
16. No residence with its garage and other auxiliary buildings shall be erected on any lot unless the main structure above the ground and not counting any basement or sub-basement, or open porches or garages, shall contain not less than one thousand (1000) square feet of floor area.

IN WITNESS WHEREOF, the owners have set their hands and duly acknowledged their presence this 12th day of August, 1947.

Signed by Enos P. Schaffer and Pauline W. Schaffer
Paul J. Wright and Byrdie B. Wright
Christopher G. Blecher and Kathe T. Blecher
Vera M. Athey
Edward Clark