

DECLARATION AND ESTABLISHMENT OF  
CONDITIONS AND RESTRICTIONS  
OF  
PANORAMA ESTATES "B"  
LOTS 38 TO 81 INCLUSIVE  
TUCSON, ARIZONA

KNOW ALL MEN BY THESE PRESENTS:

That ENOS P. SCHAFFER and PAULINE W. SCHAFFER, husband and wife, hereinafter called the subdividers are the owners in fee simple of that certain tract of land known and referred to as Lots 38 to 81 inclusive of PANORAMA ESTATES "B", a subdivision to the City of Tucson, Pima County, Arizona according to the map or plat of said subdivision of record in the office of the County Recorder of Pima County, Arizona in the office of the County Recorder of Pima County, Arizona in Book 9 of Maps and Plats at Page 86 thereof, which tract of land is hereinafter described and referred to as "said property":

That the subdividers, do hereby declare that they have established and do hereby establish a general plan for the improvement and development of said property, and do hereby establish the provisions, conditions, restrictions and covenants upon and subject to which all lots and portions of lots of said property shall be occupied, used, rented, owned, sold and conveyed; and that said property and every part sold and conveyed; and that said property and every part thereof shall be improved, developed, used, rented, owned, sold and conveyed subject to the restrictions, conditions and covenants, hereinafter set forth, and which conditions, restrictions and covenants, hereinafter set forth, one and all, are for the benefit of the present and future owners of said lots, and all of the same; that said conditions, restrictions and covenants shall each and all apply to and bind the subdividers, and the respective successors interest of the subdividers and the present and/or future owner or owners of said lots and all of the same; that each of said conditions, restrictions, and covenants shall impose upon each and all of said lots, a servitude in favor of each and every lot in the said property;

That said conditions, restrictions, and covenants are all as follows:

1. The said property and the whole thereof shall be used for private residential 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 building, lodging house, rooming house, hotel, hospital or sanitarium shall be erected, placed, permitted, used, or maintained thereon: however any occupant of any residence shall be permitted to not more than three paying guests either

for board and/or room, without violating the restriction in this paragraph against maintaining a lodging house, rooming house, or hotel.

3. 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.
4. No structure other than one single family private residence, with the customary outbuilding including a garage shall be erected, placed or maintained upon any lot within said property. No residence shall be erected, placed or maintained on any resubdivided parcel or lot in said property which said parcel or lot does not have an area of at least nine thousand (9000) square feet. No lot or parcel except lots 38, 39, and 81 shall have a frontage less than seventy-five (75) feet.
5. No residence nor part of a residence, including a basement, placed or erected on said property nor any building shall be occupied in any manner while in the course of construction, or at any time prior to the completion of the entire residence.
6. No garage or other out-building shall be erected, placed, permitted, used 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.
7. No garage or other out-building erected on said property shall at any time be used as a temporary or permanent residence. No temporary house, no tent or trailer shall be erected, placed, permitted or maintained on said property, and no outside toilets are to be erected or maintained on any lot, except during the construction of a building on said lot.
8. No cattle, sheep, 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.
9. No residence with its garage and other auxiliary buildings shall be erected on any lot unless the main structure including enclosed porches above the ground and not counting any basement or sub-basement, or open porches, or screened porches or garages or carports, shall contain not less than one thousand (1000) square feet of floor area.
10. No lot shall be used in whole or in part for the storage 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 emits foul or noxious odors, nor that will cause any noise that will or might disturb the peace, comfort, or serenity of the occupants of surrounding property, except equipment for maintaining and operating a water distribution system, nor shall any noxious or offensive trade or activity be carried

on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

11. No building nor parts of any building shall be located on any lot nearer than ten (10) feet from the established street line, nor nearer than six (6) feet from any property line, subject, however, to the provision of paragraph fourteen (14) respecting location of buildings.
12. Adequate space for the parking of occupants' vehicles off the public street shall be provided when buildings are located on any lot.
13. In order to prevent one structure from obstructing the view of the houses up on the hillside, no building shall exceed 20 feet in height from the natural ground level as the same existed prior to the commencement of construction, measured from the point where the upper side of the hillside meets the foundation of said structure.
14. No buildings shall be erected, placed or altered on any building lot until the buildings plans, specifications and plot plan showing the location of such buildings have been approved in writing by the subdividers or their designated agent for conformity and harmony of external design with existing structures in the subdivision. If the subdividers shall fail to approve or disapprove of such plans in writing within thirty days after such plans have been submitted to them 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 property have been sold to individual owners, then and thereafter said owners may organize a committee to supersede the subdividers in the capacity.
15. Easements are reserved, as indicated on the recorded map and plat of said property, over many of the lots and blocks in said property for the erection, installation, and maintenance of water, gas, electric, sewer, telephone, and other public utility lines, for walkways, 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.
16. All provisions herein shall be binding on all lots and parcels of real estate in said property and the owners thereof, if continued for a period of thirty days from and after the date that the subdividers or other property owner shall be 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 subdividers or other lot owner, in the aforesaid property, 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.

17. No delay or omission on the part of the said subdividers, or owners of other lots, or parts thereof, in exercising any right, power, or remedy herein provided for in the event of any breach of the conditions, restrictions, and covenants herein contained shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue, nor shall any action be brought or maintained against the said Subdividers for or on account of his or their failure or neglect to exercise any right, option, power, or remedy herein provided for in the event of the breach of any of said conditions, restrictions, or covenants, or for imposing restrictions herein which may be unenforceable by said owner or owners.
18. 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 property, but the provisions, conditions, restrictions and covenants shall be binding upon and effective against such mortgages or other person whose title thereto or the title of whose grantor thereto is or was by foreclosure, judicial sale, termination of contract, trustee's sale, or otherwise.
19. 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.
20. 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 1, 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 property shall by written instrument recorded declare a termination of the same.
21. Whenever the name Subdivider shall appear here the same shall be held to include their heirs, executors, administrators, and assigns respectively.

IN WITNESS WHEREOF, the owners have set their hands at Tucson, Arizona, this 10<sup>th</sup> day of January, 1952.