

VISTA DEL RIO

Declaration of Covenants,
Conditions and Restrictions

KNOW ALL MEN BY THESE PRESENTS:

This declaration is made this 20th day of April, 1979, by BELLAMAH CORPORATION, a New Mexico corporation ("Bellamah") as present owner of the sole beneficial interest in Transamerica Title Insurance Company, a California corporation, Trust Number 8032 (the "Trust"), and AE REALTY PARTNERS, a general partnership, as vendor under agreements of sale recorded in Docket 5831 at Pages 888, 894, and 900, Pima County Recorder's Office, Pima County, Arizona, hereinafter called "Declarants", being properly authorized so to act by the terms of the Trust, and TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, as Trustee thereunder, hereafter called "Trustee", solely as bare legal title holder and not personally, and acting at the proper direction of said Beneficiary - BELLAMAH CORPORATION. These parties, being 100% owners of the following described property:

VISTA DEL RIO

Lots 1 through 217 inclusive, according to the plat on record in the Office of the County Recorder of Pima County, Arizona, in Book 28 of Maps and Plats at Page 71 thereof.

Lots 218 through 233 inclusive, according to the plat on record in the Office of the County Recorder of Pima County, Arizona, in Book 29 of Maps and Plats at Page 27 thereof,

and desiring to establish the nature of the use and enjoyment of said property, do hereby declare that said property shall be held, sold and conveyed subject to the following covenants, conditions, reservations and restrictions, all of which shall run with the land and be binding upon said property and all parties having or acquiring any right, title, and interest in or to said property, or any part thereof, and shall inure to the benefit of each owner thereof. In addition to these covenants, conditions and restrictions, it is hereby acknowledged that said property is subject to those density restrictions set forth in Part One of the Amended Declaration of Covenants, Conditions and Restrictions recorded in Docket 4329, at pages 755 through 765, Office of the County Recorder of Pima County, Arizona.

1. Said lots shall be known and described as residential building lots and used for those purposes only.

2. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single-family dwelling, not to exceed (2) stories in height, together with a guest house or other customary outbuildings and a private garage or carport for not more than two cars.

2a. All dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet.

3. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part 3 (a) and (b).

3a. The Architectural Control Committee is composed of W. D. Buchly, Vice President of Bellamah Corporation, D. L. Faull, Assistant Vice President of Bellamah Corporation, and Billy J. Joplin, Tucson Area Manager of Bellamah Corporation.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after Declarant has conveyed title (legal or equitable) to all lots in Vista Del Rio, or at such time as Declarant may sooner designate in writing, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from or restore to the committee any of its powers and duties.

3b. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and Paragraph 3 preceding shall be deemed to have been fully complied with; provided, however, that the building, structure or improvement to be built or placed on the lot shall be governed by all other restrictions herein, and shall be in harmony with existing buildings, structures and improvements within Vista Del Rio.

4. The owner is advised that local governmental zoning regulations and building codes establish setbacks from the property line and other standards that must be met regarding most home improvements or additions. The appropriate local government offices should be contacted before making such improvements or additions to obtain the necessary information and permits.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted, to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Standard and approved FHA lot drainage is provided in engineering and same shall be maintained as is required for each lot.

6. No sign of any kind shall be displayed to the

public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

8. No fence, wall, hedge or shrub planting which obstructs sign lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9. No trailer type vehicle shall be kept on a lot unless it is in such repair that it can be connected to a vehicle and moved at any time by normal procedures. No trailer shall be set on blocks with its wheels removed except for necessary temporary repairs. No trailer shall be used as a residence temporarily or permanently, or for storage purposes. Parking of trailers shall be confined to driveways, carports or rear or side yards only.

10. No building, fence or other structure shall be permitted to fall into disrepair to the extent it fails to conform to the general appearance and design of the neighborhood area and thereby become highly objectionable and detrimental to the property values of the neighboring properties.

11. No yard area shall be used for storage of any materials unless such area is enclosed by a fence blocking view of the materials from the neighborhood. Yard areas open to the public view shall be properly maintained and landscaped in a manner which will enhance the overall appearance of the subdivision. Front yards shall not be used as storage areas, or for the parking of vehicles. In the event that owners of any lots do not properly maintain the exterior of the buildings or landscaping (to include weed control) thereon, then after due notice by the committee referenced in Paragraph 3 (a) to correct the condition, the committee shall have the right to decide what maintenance and/or landscaping is required, and the owner shall pay for each such repair and/or maintenance.

12. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any lot within this subdivision in such a manner as to be seen from any other lot or from any streets or alleyways within this subdivision.

13. No business structure of any nature shall be constructed on any lot, nor shall any building or structure that is intended for or shall be adapted to business purposes, except home occupations permitted by zoning regulations, be constructed on any lot.

14. No noxious or offensive activity shall be carried on upon any lots, nor shall anything be done, placed, or stored thereon which may be or become an annoyance or nuisance to the neighborhood, or occasion any noise or odor which will or might disturb the peace, comfort, or serenity of the occupants of the neighboring properties. This paragraph is intended (in part) to apply to domestic pet animals. The committee referred to in Paragraph 3 (a) shall arbitrate any disputes or complaints, and the decision of such committee shall be binding on all parties concerned.

15. No hogs, goats, horses, cows, sheep, poultry, pigeons, bees, or rabbits shall be kept on any of said property. Nothing in this restriction shall be construed, however, as preventing or in any way interfering with the keeping of ordinary domestic pet animals, such as dogs, cats and other small household pets, but each must be confined to within the lot area of the owner of said pets, unless said pet is leashed in compliance with applicable leash laws.

It is expressly understood and agreed that said VISTA DEL RIO has been platted and laid out as a choice and attractive residential district, and that these covenants, conditions and restrictions are made for the lots herein described, and are to run with the land and shall inure to the benefit of and be binding on all parties or persons claiming under them until January 1, 2009, at which time such covenants, conditions and restrictions shall automatically be extended for successive periods of ten years, unless the owners of a majority of the lots with the subdivision agree in writing to amend or rescind said covenants, conditions and restrictions in whole or in part, which amendment or rescission shall be effective as of the date of the recording thereof. Provided further, however, that these covenants, conditions and restrictions may be amended or rescinded prior to January 1, 2009, with the written consent and approval of the owners of a majority of the lots in the subdivision, which amendment or rescission shall be in writing and shall be effective as of the date of the recording thereof.

If any person shall violate or attempt to violate any of these covenants, conditions or restrictions herein before January 1, 2009, or such later time as may be set by the provisions of the paragraph preceding this one, it shall be lawful for any other persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing or to recover damages for such violations.

Should any of the covenants, conditions and restrictions herein be held invalid or void, such invalidity or voidance shall not affect the rest of this instrument or any valid covenant, condition or restriction herein contained.

Any violation of the foregoing covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property. But such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any person through foreclosure, deed in lieu of foreclosure, or trustee's sale proceedings for any violation of the covenants, conditions or restrictions herein contained occurring after said acquisition.

IN WITNESS WHEREOF, BELLAMAH CORPORATION, a New Mexico corporation, and
AE REALTY PARTNERS, a general partnership, have caused their names to be
hereunto affixed by their officers hereunto duly authorized this 20th
day of April, 1979.

AE REALTY PARTNERS, A general
partnership, as vendor under
Agreement of sale recorded in
Docket 5831 at Pages 888, 894
and 900.

By: [Signature]
Its Executive Vice President

TRANSAMERICA TITLE INSURANCE COMPANY,
a California corporation, as Trustee
under Trust No. 8032, only and
not personally.
By: [Signature]
Assistant Secretary

BELLAMAH CORPORATION, a New Mexico
corporation, as sole beneficiary
under Trust No. 8032, duly author-
ized.

By: [Signature]
Its Vice President

STATE OF ARIZONA)
: ss.
County of Maricopa)

This instrument acknowledged before me this 20th day of April,
1979, by ROY E. HUGHES, Executive Vice President of AE REALTY PARTNERS,
a general partnership.

My Commission expires:
My Commission Expires May 9, 1982

[Signature]
Notary Public

STATE OF ARIZONA)
: ss.
County of Maricopa)

This instrument was acknowledged before me this 20th day of
April, 1979, by W. D. Buchly, Vice President of BELLAMAH
CORPORATION, a New Mexico corporation, as sole beneficiary under Trust
No. 8032.

My commission expires:
5/30/81

[Signature]
Notary Public

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STATE OF ARIZONA)
County of) ss.

This instrument was acknowledged before me this _____ day of _____, 19____,
by _____ and _____

Notary Public

My commission expires:

STATE OF ARIZONA)
County of) ss.

This instrument was acknowledged before me this _____ day of _____, 19____,
by _____ and _____

Notary Public

My commission expires:

STATE OF ARIZONA)
County of) ss.

This instrument was acknowledged before me this _____ day of _____, 19____,
by _____ and _____

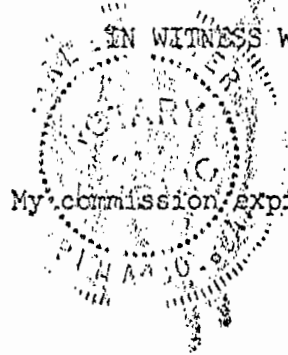
Notary Public

My commission expires:

STATE OF ARIZONA)
County of) ss.

On this, the 24th day of APRIL, 1979, before me, the undersigned officer, personally appeared GARY D. SHUPP and _____ who acknowledged themselves to be the ASSISTANT SECRETARY and _____ respectively, of TRANSAMERICA TITLE INSURANCE COMPANY and that they being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

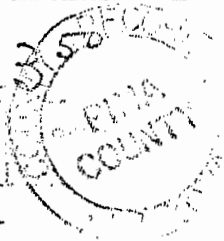


My commission expires: 8-17-82

Charles Beyer
Notary Public

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INDEXED	COPIES
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State of Arizona }
County of Pima } ss.

TRANSAMERICA TITLE INSURANCE CO.
Date APR 30 1979
Book 6017 Page 1376-1401

Debra Mae Smith

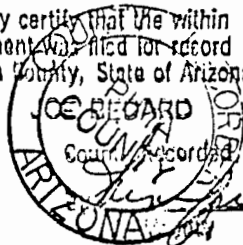
STATE OF ARIZONA

COUNTY OF PIMA

Witness my hand and Official Seal.

Indexed	Filed	Recorded

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona



No. 138739 28-71
 Book 6157 Page 1227-1229
 Date: NOV 19 1979
 Request of TRANSAMERICA TITLE INSURANCE COMPANY
 Fed: 307

AMENDMENT TO

CONDITIONS, RESERVATIONS, RESTRICTIONS AND COVENANTS

FOR

VISTA DEL RIO

THIS DECLARATION is made this 12 day of November, 1979, by BELLAMAH CORPORATION, a New Mexico corporation ("Bellamah"), as present owner of the sole beneficial interest in Transamerica Title Insurance Company, a California corporation, Trust Number 8032 (the "Trust"), being properly authorized so to act by the terms of the Trust, and TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, as Trustee thereunder, hereafter called "Trustee", solely as bare legal title holder and not personally, and acting at the proper direction of said Beneficiary - BELLAMAH CORPORATION*. These parties, being 100% owners of the following described property:

VISTA DEL RIO

Lots 1 through 217 inclusive, according to the plat on record in the Office of the County Recorder of Pima County, Arizona, in Book 28 of Maps and Plats at Page 71 thereof.

Lots 218 through 233 inclusive, according to the plat on record in the Office of the County Recorder of Pima County, Arizona, in Book 29 of Maps and Plats at Page 27 thereof,

WHEREAS, said declarants are about to convey parcels of said real property shown on said map and desires to subject the same to certain restrictions, conditions, covenants and agreements as hereinafter set forth in furtherance of a general plan for the improvements of said tract:

NOW THEREFORE, the owner of the above described property declares that conditions, reservations, restrictions and covenants previously recorded at Book 28 at Page 71 and Book 29 at Page 27 thereof at the Pima County Recorder's Office shall continue in full force and effect and that said property is held and shall be conveyed subject to the following additional restrictions, conditions, covenants, charges and agreements set forth in this Declaration, to-wit:

16. PRIOR COVENANTS:

All lots shall be held and conveyed subject to the prior recorded Conditions, Reservations, Restrictions and Covenants in Book 28 at Page 71 and Book 29 at Page 27 at the office of the County Recorder in Pima County Arizona.

*and U.S. HOME CORPORATION, a Delaware corporation, hereinafter called "Declarants".

17. PARTY WALLS:

The declarants have constructed or will construct, prior to the sale of any lots, dividing walls on or near the side and rear boundary lines of Lots 1 through 217 and Lots 218 through 233 inclusive. The declarants do hereby declare that each such dividing wall between and behind the aforementioned lots shall be a party wall and the purchaser of each of the aforementioned lots shall have the right to use each such party wall jointly with the adjoining landowner. No property owner may extend the height of any party wall without the written consent of the adjoining landowner on the opposite side of the party wall and any extension agreed upon by adjoining landowners must be the same width as existing walls and not impair the strength or injure the foundation of such wall. Any extension of the wall shall be a party wall and be part of the existing wall. If it becomes necessary to repair or rebuild a whole or any part of the wall, the repair or rebuilding expense shall be borne equally by the landowners on each side of such wall, except in the event the repair or rebuilding expense was made necessary as a result of the intentional or negligent act of one of the parties to the party wall, in which case the negligent party shall bear the expense of repairing or rebuilding the wall. Any repairing or rebuilding of the wall shall be on the same location and the same size as the original wall and of the same or similar material of the same quality as that used in the original wall. Lots 30 through 46, inclusive, VISTA DEL RIO, are hereby excepted as to dividing walls on or near the rear boundary lines.

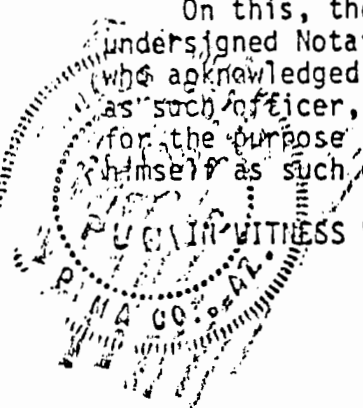
IN WITNESS WHEREOF, said TRANSAMERICA TITLE INSURANCE COMPANY as Trustee under Trust No. 8032, as owner, has caused its corporate name to be signed by the undersigned officers duly authorized this 19 day of November, 1979.

TRANSAMERICA TITLE INSURANCE COMPANY, a California Corporation, as Trustee under Trust 8032, as Trustee only and not in its Corporate Capacity.

By: Gary D. Shupp

STATE OF ARIZONA)
COUNTY OF PIMA) SS

On this, the 19 day of November, 1979, before me, the undersigned Notary Public, personally appeared Gary D. Shupp, who acknowledged himself to be the Assistant Secretary, and that he, as such officer, being authorized to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal

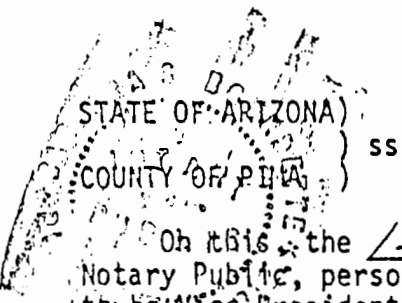
Charles Rye
Notary Public

My Commission Expires: 8-17-82

IN WITNESS WHEREOF, said U.S. Home Corporation, a Delaware corporation, and ~~Bellamah Corporation, a New Mexico corporation, as beneficiaries~~ under Trust No. 8032, has caused its corporate name to be signed by the undersigned officers authorized this 12 day of November, 1979.

U.S. HOME CORPORATION/TUCSON DIVISION

By: Ronald Sandler
Ronald Sandler, Vice President, Marketing



STATE OF ARIZONA)
COUNTY OF PIMA) SS

On this, the 12th day of Nov., 1979, before me, the undersigned Notary Public, personally appeared Ronald Sandler, who acknowledged himself to be Vice President, Marketing, of U.S. Home Corporation, Tucson Division, a Delaware corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Barbara S. Bourdette
Notary Public - Barbara S. Bourdette

My Commission Expires: 8/25/83