



Catalina Foothills Association

NAME: _____

ADDRESS: _____

LOT NUMBER(S): _____

TAX PARCEL CODE(S): _____

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Declaration of Covenants, Conditions and Restrictions made this _____ day of _____, _____, by the owners (the "Declarants") of the real property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"). Declarants make the following declaration as to limitations, restrictions and uses to which the lots or tracts constituting the Property may be put, and specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in the Property, these Covenants, Conditions and Restrictions being designed for the purpose of keeping the Property desirable, uniform and suitable in architectural design and use as specified herein.

RECITALS

A. The properties now known as Catalina Foothills Estates, a subdivision of Pima County, Arizona, as set forth on the map or plat of record in the office of the Pima County Recorder, in Book 6 of Maps and Plats at page 3 and 57, and in Book 3 of Maps and Plats at page 3 (commonly known as Area 1); Catalina Foothills Estates No. 2, a subdivision of Pima County Arizona, as set forth on the map or plat of record in the office of the Pima County Recorder, in Book 8 of Maps and Plats at page 32; Catalina Foothills Estates No. 3 a subdivision of Pima County, Arizona, as set forth on the map or plat of record in the office of the Pima County Recorder, in Book 9 of Maps and Plats at page 93; and Catalina Foothills Estates No. 4, a subdivision of Pima County, Arizona, as set forth on the map or plat of record in the office of the Pima County Recorder, in Book 11 of Maps and Plats at page 22 were previously covered by covenants, conditions and restrictions governing the use, rights and obligations of ownership of the properties thereunder (the "Original CC&Rs").



B. The properties referenced above were originally developed pursuant to the Original CC&Rs, which subsequently expired in the 1980s.

C. Declarants are the owners of the mentioned Property and contemplate continuing to maintain such Property as individual, quality, single family residential lots.

D. Declarants desire that the entire Property be benefitted and burdened by the same land-use restrictions and controls.

E. Declarants desire to provide for building restrictions to promote and assure that the Property remains a quality residential community.

ARTICLE I

BUILDING RESTRICTIONS

A. The Property shall be a single-family residential community and shall be used solely for residential purposes. A "building site" shall consist of no less than 43,500 square feet (an acre) where no sewer service is available and/or 36,000 square feet (a commercial acre) where sewer hook-up is available.

B. No building or structure shall be erected, constructed, maintained, or permitted on such residential lots, except on a "building site."

C. All new construction must be approved by the architectural review board of the Catalina Foothills Association. All primary residences shall be constructed in compliance with the pertinent entities that have jurisdiction thereof at the time of undertaking such buildings and improvements. No geodesic style, prefab, relocated or modular building shall be erected.

D. No dwelling house, garage or accessory building or part thereof (exclusive of fences and similar structures) shall be placed nearer than 30 feet from any property line and will not exceed 18 feet above the adjacent natural grade. Exemptions may be granted when it is determined that such an exemption will not be detrimental to an adjoining property owner and adjacent property owners have no objection.

E. Each property owner shall exercise as much care as is possible to retain natural vegetation, trees, shrubs and other similar growth and the native growth of said properties shall not be permitted to be destroyed or unreasonably removed, except for the purposes of construction, so as to preserve the natural desert beauty of the area, to reduce dust, and to preserve privacy.

ARTICLE II

MISCELLANEOUS

A. Any property owner and/or the Catalina Foothills Association shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed herein. If the property owner or the Catalina Foothills Association prevails in a court of competent jurisdiction in enforcing these provisions, the court shall award such prevailing party its reasonable costs and attorney's fees and such award shall become a lien upon such lot or lots, if applicable, in order to secure payment of such award. Failure by the property owners or the Catalina Foothills Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The breach of any of the foregoing provisions, conditions and restriction shall not render invalid the lien of any mortgage or deed of trust as to any lot or lots, but said provisions, conditions and restrictions shall be binding upon and effective against any mortgagee or trustee or owner thereof whose title is or was acquired by foreclosure, trustee's sale or otherwise.

C. In the event that any one or more of the conditions, restrictions or covenants herein set forth shall be declared by a court of competent jurisdiction to be null and void, for any reason, such judgment or decree shall not in any manner affect, modify, change, abrogate or nullify any of said conditions or restrictions not so expressly held to be void, but all of the remaining restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

D. These Covenants, Conditions and Restrictions shall apply to new construction, modifications or uses from and after the date of recording of this document and shall not affect existing structures and uses.

E. This Agreement may be executed in several counterparts, each of which when taken together shall constitute one agreement.

ARTICLE III

COVENANTS RUNNING WITH THE LAND

All of the provisions of this declaration shall be deemed to be covenants running with the land and shall be binding on and inure to the benefit of the owners of the Property, their heirs, successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with such owners, their successors in title and with each other to conform to and observe all of the terms and conditions contained in this declaration.

ARTICLE IV

DURATION OF RESTRICTIONS: EXTENSION; AMENDMENT

The covenants, conditions and restrictions contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them until midnight, December 31, 2030, after which time such covenants, conditions and restrictions shall automatically extend for successive periods of ten (10 years) unless an instrument signed by the owner of a lot governed hereunder has been recorded terminating such covenants, conditions and restrictions in whole or in part as to such lot.

The covenants, conditions and restrictions contained herein may be amended or altered from time to time by an instrument in writing signed by the owners of 75% of the land by volume covered by these covenants, conditions and restrictions, with said amendment being recorded in the office of the Pima County Recorder, Pima County, Arizona.

IN WITNESS WHEREOF, the undersigned has executed this document on the day and year first above written.

"Declarants"

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

SUBSCRIBED AND SWORN to before me this ___ day of _____ 200__
by _____

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) /ss.
COUNTY OF PIMA)

SUBSCRIBED AND SWORN to before me this ___ day of _____ 200.
by _____

Notary Public

My Commission Expires:
