

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, THE W. B. ADDISON COMPANY, a corporation, hereinafter called "The Owner", this ^{Sept.} 19 day of ~~May~~, 1962, is the owner of legal title to certain real premises as described in the Declaration made pursuant to the provisions of Section 33-561 through 561, inclusive, ARS '56, recorded on the 27 day of September, 1962, in Docket Book 1996 at Page 64 thereof, Records of the Pima County Recorder, Pima County, Arizona, committing the property in question to a horizontal property regime; that upon such plat and in such Declaration are variously designated areas as "Dwelling unit", "carport unit", "storage unit" and "common area", such real property being herein referred to as "The Plat".

That the undersigned does hereby certify and declare that it does hereby establish a general plan for the development and improvement of such real premises and does hereby impose and charge lots, blocks and parcels of the above described real property for itself, its successors and assigns, with such restrictions which are for the benefit of the present and future owners of such premises and which shall apply to any and all such lots, parcels or blocks, and shall bind each and every respective successor-in-interest of the present or future owners of such real premises in such lots, blocks and parcels as follows:

1. There shall be built upon each of the areas designated as parcels, excepting herefrom such parcel as is designated as a common area, structures to be used exclusively for private residential purposes together with appurtenant car-ports and storage rooms. Such premises, excepting the parcel designated as common area, shall be used for private residential purposes only and no other. No structure shall be built and no alteration or additions to such structures nor any addition or alteration or modification to the exterior of such units and fences shall be made except with the previous written consent of the Owner first had and obtained. The Owner shall have the right to delegate the authority to approve the structures or alterations, modifications or additions thereto to the exterior of any such structures to any appropriate organization of the future owners of such dwelling units as the Owner may elect.

2. The parcels designated on the Plat as common areas shall be used exclusively for recreational purposes to be approved in writing by The Owner or such organization of the owners of dwelling units as The Owner may delegate such authority. In the event there are recorded additional declarations pursuant to the provisions of Section 33-551-561 committing any of the following described property:

Lot B, Miramonte Terrace, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in Book 13 of Maps and Plats, page 61 thereof, Records of the Pima County Recorder, Pima County, Arizona, EXCEPTING therefrom the said Tract A being delineated on "The Plat" first referred to above.

to a horizontal property regime, substantially in the same form as that described in the Declaration and Exhibits thereto recorded in Book 1996 at page 61 thereof, all of the owners of the dwelling units built upon the property covered by the Declaration in Book 1996 at page 61, and all of the owners of dwelling units under similar declarations built upon any of the above described real property shall have the right to use any and all parcels designated as common areas in both the property covered by these deed restrictions and the above described property.

3. The restrictions contained herein shall run with the land and shall bind all persons in interest and owners of lots, blocks or parcels, their heirs, legal representatives, successors and assigns until January 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless owners of a majority in number of dwelling units designated as such on any plat recorded by or in the name of SIERRA DEL SOL, a subdivision, each dwelling unit to be considered for such purpose as having only one owner, at or prior to the end of the initial term or any successive period of ten years shall agree in writing to amend, modify, change or terminate in whole or in part such restrictions. Such amendment, change, modification or termination to be effected by instruments, in recordable form executed by the company and filed in the Office of the Pima County Recorder.

4. The breach of any of the foregoing restrictions or conditions or any re-entry by reason thereof, shall not defeat or render invalid the lien of any mortgage or any contract of sale made in good faith for value as to said land or any structure or improvement situate thereon, and the lien of such mortgage

or contract of sale shall be superior and prior to the lien, if any, created by any of the provisions hereof, provided that the breach of any or either of said restrictions or conditions may be enjoined, abated or remedied by appropriate proceedings of any of the owners of dwelling units or The Owner.

5. If any of the provisions hereof or the application of such provision to any person or circumstance shall be held to be invalid, the remainder of this indenture or the application of such provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

6. The ownership of any dwelling unit, together with the ownership of interests appurtenant thereto shall not be sold, assigned, conveyed or leased until such owner or owners of such interest shall first offer in writing the interest to be sold or leased to any association of the owners of dwelling units upon any of the premises of SIERRA DEL SOL at a price and upon the terms and conditions as offered by any bona fide offeror. Such offer to such organization shall remain open for a period of thirty (30) days, and if not accepted in writing by such organization, the owner or owners of such dwelling units and interests appurtenant thereto shall be free to sell upon the terms and at the price offered to such organization.

7. All dwelling units may have party walls and either party may rebuild such party wall in the event of a partial or total destruction, and each of the parties to such wall shall pay their prorata share of the actual cost of such construction.

ATTEST:

William J. Henderson
 Asst. Secretary

THE W. B. ADDISON COMPANY,
 a corporation

By

W. B. Addison
 President

STATE OF ARIZONA
County of Pima

} ss.

ON THIS the 19th day of September, 1962,
before me, the undersigned officer, personally appeared
W. B. ADDISON and WILLIAM A. SCANLAND,
who acknowledged themselves to be the President and ^{Assistant} Secretary
respectively, of THE W. B. ADDISON COMPANY, a corporation, and
that they as such officers, being authorized so to do, execute
the foregoing instrument for the purposes therein contained.

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

My commission expires:

12-1-63

Shirley S. Updegraff
Notary Public



Book of Arizona, } ss.
Consent of firm }
I hereby certify that the within instrument
was filed for record as required.
of 1962 JAN 17 10 15 AM
A. D. 19
Page 83-87
Book 1996
Witness my hand and Official Seal
dry and free from correction
ANNA SULLIVANT, County Recorder
a. Anna Sullivan
Deputy

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ADDISON