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DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND RESERVATIONS

of the  
CENTRO VILLAS ASSOCIATION

SOUTHWEST GOLF, INC., being the owner of the real property described on Exhibit "A" attached hereto, and an additional parcel adjacent thereto to be later determined, and desiring to establish the nature of the use and enjoyment of said premises, hereby declares that the following covenants, conditions, restrictions and reservations shall attach to the said real property and shall constitute covenants running with the land.

1. Said premises shall be used for residential purposes only, and no business uses or activities of any kind whatsoever shall be permitted or conducted upon said premises.
2. All improvements erected upon said premises shall be of new construction, and no buildings or structures shall be removed from other locations onto said premises.
3. No animals, livestock or poultry shall be kept on the premises other than household pets. No unsightly object or nuisance shall be erected, placed or maintained on any portion of the premises, nor shall any use or things be permitted which may endanger the health or unreasonably disturb an occupant of any part of the premises.
4. The entire premises shall be maintained free of rubbish, trash or garbage, and garbage cans, incinerators, clotheslines, and areas for the storage of equipment or wood piles shall be kept properly screened by an adequate planting or fencing so as to conceal the same from adjacent streets and the residential area of the premises.
5. All screening areas, whether fences, hedges or walls, shall be erected or maintained upon the premises in accordance with the original construction of the buildings located thereon, or as approved by the Board of Trustees of the Centro Villas Association as hereinafter set forth.

6. Ownership of the entire premises is presently in Southwest Golf, Inc., but a portion thereof, described on the attached Exhibit "B" is to be conveyed by the said Southwest Golf, Inc., to the Board of Trustees of Centro Villas Association. The property described on Exhibit "A", less the parcel described on Exhibit "B", together with an additional parcel which shall include six (6) apartment units shall constitute the residential area. Ownership of an apartment unit shall be evidenced by deed to the premises, and ownership of one apartment unit will entitle the owner thereof to an undivided one-twelfth equitable interest in the common areas as hereinabove described, legal title to which shall at all times remain in said Board of Trustees, or a successor Corporate Trustee or non-profit corporation, at the discretion of the Trustees.
7. The Centro Villas Association shall manage and maintain the aforesaid public areas and carry out the terms and conditions set forth in the by-laws of the said association. The Board of Trustees of said association is hereby declared to be initially Harry C. Pollock, Jack D. LaRock, and Carl W. Haffenreffer who shall serve until their successors are duly elected. There shall at all times be a Board of Trustees of the association consisting of three persons, who shall be elected to serve for a term of one year at the annual meeting of the association which shall be held at Centro Villas on the first Monday of March in each year. The Board of Trustees shall be vested with all of the powers, duties and responsibilities necessary to carry out the purposes of the association. Each apartment unit owner in Centro Villas shall be entitled to one vote for the election of the Board of Trustees, which voting power shall be exercised by the owner of such unit or by his proxy. The Board of Trustees may appoint a treasurer and a secretary, establish appropriate by-laws for the handling and controlling of the association's funds, and shall submit a financial report of its operations for the previous year at the annual meeting of the association.
8. Each owner of an apartment unit in Centro Villas shall, within ten days of the receipt of a notice and invoice, pay to the Centro Villas Association his pro-rata

share of the actual cost to the association of all maintenance, improvements, and other related expenses incurred in connection with the public areas as aforesaid described, as well as his pro-rata share of the establishment and maintenance of a reserve for the payment of real estate taxes, repairs, maintenance, and improvements. Notices and invoices to owners may be submitted at such regular intervals as the Board of Trustees determines. In the event any such notice and invoice is not paid within thirty days from the date the notice and invoice is mailed to the owner, the amount of such invoice shall be and become a lien upon the parcel or parcels against which such assessment was levied. Such lien may be enforced and foreclosed in the manner provided by the statute for foreclosure of materialmen's liens. The total amount of items hereinabove referred to shall not exceed ~~\$400.00~~ <sup>\$ 600.00 net</sup> per apartment unit per year, except by the written consent of the owners of record of at least 60% of the apartment units in Centro Villas.

9. Upon the failure of any owner of an apartment unit to maintain the premises and the improvements thereon in a manner satisfactory to the Board of Trustees of Centro Villas Association, the association, through its Board of Trustees, is herewith granted the right to enter upon such apartment unit and make such reasonable repairs, maintenance, or rehabilitation of the apartment unit and its exterior as may be necessary, and the cost thereof shall be charged against such apartment unit owner by invoice in the manner hereinabove set forth in paragraph 8 hereof, and made a lien on said unit and foreclosed as hereinabove set forth.
10. The Board of Trustees of Centro Villas Association shall have, in addition to other powers set forth in its by-laws, the authority to approve or disapprove any and all changes in the ownership of apartment units in Centro Villas, and the sale and transfer of such apartment units. The owner or owners of said apartment units shall give the Board of Trustees of the Association notice in writing of any intended sale, transfer and conveyance in such form and manner as said Board may prescribe. The Board of Trustees shall have <sup>30</sup> ~~thirty~~ days after receipt of such application and notice to approve or disapprove the same, and within said period, the Board of Trustees, on behalf of Centro Villas Association, shall have the option to purchase

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said apartment units, upon the same terms as those upon which the owner proposes to sell and convey. If the Board of Trustees shall neither approve nor disapprove the proposed conveyance within the said period, the same shall be deemed to be approved. If the Board shall disapprove such proposed transfer and conveyance, but shall fail to exercise the option hereinabove granted, the proposed conveyance and transfer shall be valid only upon the filing with the Office of the County Recorder the affidavit of the owner of the apartment unit that the required notice has been given to the Board of Trustees in accordance with the above paragraph, and that said Board has failed to exercise its option as therein set forth.

11. Every wall which is built as a part of the original construction on the premises and placed on the dividing line between separate apartment units shall constitute and be considered a party wall, and as to such wall each of the owners immediately adjacent shall assume the obligations and be entitled to the rights and privileges of these restrictive covenants, and to the rights, duties and obligations as set forth in the by-laws of Centro Villas Association, to the extent not inconsistent with the general rules of law regarding party walls. If any party wall is damaged or destroyed through the acts of an adjoining owner, whether such act is willful, negligent or accidental, such adjoining owner shall forthwith proceed to rebuild and repair the same to as good a condition as formerly without cost to the other owner. The failure to forthwith institute rebuilding or repairing of such party wall shall be sufficient reason for the Board of Trustees of the Association to rebuild or repair the same and charge the lot of the responsible owner under the provisions of Paragraph 8 and 9 above set forth. Any party wall damaged or destroyed by some act or event other than that produced by one of the adjacent owners shall be rebuilt and repaired by both adjoining owners at their joint and equal expense. Any owner of any apartment unit who proposes to modify or make additions to his unit shall first obtain the written consent of the Board of Trustees of the Association and the written consent of any adjacent owner. In the event of any disagreement between the owners of adjacent apartment units with respect to the repair, reconstruction or maintenance of a party wall or of their apartment unit, such matter shall be submitted to the

Board of Trustees of the Association for arbitration under such rules as may from time to time be adopted by the Board.

12. It is understood that certain septic systems have been or will be installed for the common use of two or more units. The cost of maintenance, repair, or replacement of such septic system shall be borne equally by the owners of the units attached to said system. A mutual easement for the installation and maintenance of said system shall exist in favor of each of the owners of the units using said system.

13. The restrictive covenants, conditions, limitations and agreements herein contained shall run with the land and shall be binding upon all persons, purchasing, leasing, subleasing, or occupying any apartment unit out of the aforesaid premises after the date upon which this instrument has been duly recorded. The covenants, restrictions, conditions and reservations herein contained may be enforced by the Board of Trustees of Centro Villas Association or by the owner of any apartment unit in Centro Villas, provided, however, that the violation or breach of any re-entry by reason thereof, shall not defeat or render invalid the lien of any mortgage or any deed of trust made in good faith and for value upon any such apartment unit, and except as hereinafter provided, each and all of said covenants, restrictions, reservations and conditions shall be binding and effective as against any owner of any apartment unit whose title thereto is acquired by foreclosure, trustee sale, or otherwise, and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate legal proceedings, notwithstanding the existence of any lien, deed of trust or mortgage instrument. Any and all instruments of conveyance of any apartment unit out of the aforesaid premises shall contain reference to this instrument, and shall be subject to the covenants, restrictions, reservations and conditions herein set forth as fully as though said terms and conditions of this instrument were therein set forth in full; provided, however, that the restrictive covenants, terms and conditions of this instrument shall be binding upon all persons affected by the same, whether express reference is made to this instrument or not.

14. Notwithstanding any provision of this instrument to the contrary, the provisions of Paragraph 8, 9, and 10 shall not apply nor be enforced by any person with respect to: (a) a sale, transfer or conveyance of any apartment unit out of said premises to any person pursuant to a judgment of foreclosure of a mortgage of record or by means of a deed in lieu of foreclosure of any such mortgage to an institutional lender upon such lot; or (b) a sale, transfer, conveyance or lease of any apartment unit out of said premises to any person by an institutional lender which has acquired title through or by virtue of foreclosure by it of a mortgage of record upon such parcel or by means of a deed in lieu of foreclosure of any such mortgage. Each and every lien or charge upon the apartment units in Centro Villas provided for in said Paragraphs 8, 9, and 10 shall be subject and subordinate to and shall not affect the rights of the holders of first realty mortgages upon such apartment units made in good faith and for value.

15. The invalidity of any one of the agreements, covenants, restrictions or reservations herein contained by judgement, decree or court order shall in no wise affect the validity of the remaining provisions of this instrument, and the same shall remain in full force and effect.

16. The terms, conditions, reservations, covenants and restrictions herein contained shall continue in full force and effect for a period of ten years from the date hereof. Thereafter they shall be deemed to have been renewed for successive terms of five years unless revoked or amended by an instrument in writing executed and acknowledged by the then acting Board of Trustees of the Centro Villas Association, which said instrument shall be recorded in the Office of the County Recorder within ninety days prior to the expiration of the initial effective period hereof or any five year extension thereof.

DATED this 25<sup>th</sup> day of March, 1973.

SOUTHWEST GOLF, INC.

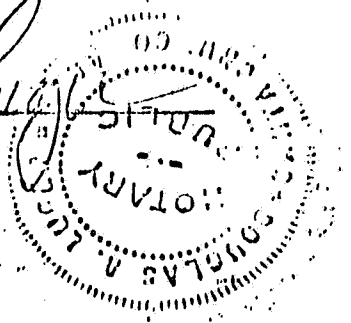
By: Harry C. Pollock  
Harry C. Pollock, President

STATE OF ARIZONA )  
 ) SS  
COUNTY OF SANTA CRUZ )

On this 20 day of Mar, 1973, before me, the undersigned officer, personally appeared HARRY C. POLLOCK, President of Southwest Golf, Inc., who acknowledged that he executed the foregoing instrument for the purposes therein contained, and that the same is his free act and deed.

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

*Douglas R. Craig*  
Notary Public



My commission expires:

My Commission Expires Jan. 22, 1974

## EXHIBIT "A"

## LEGAL DESCRIPTION

A parcel of land situated in the southeast one-quarter (SE-1/4) of Section 6, Township 21 South, Range 13 East, G. & S.R.B. & M., Santa Cruz County, Arizona, more particularly described as follows:

BEGINNING at the southeast corner of said Section 6;

Thence S.  $88^{\circ} 44' 45''$  W., along the south line of said Section 6, a distance of 148.52 feet to a point;

Thence N.  $01^{\circ} 15' 15''$  W., a distance of 127.00 feet to a point on the centerline of a road as shown on the plat of Tubac Country Club Estates as recorded in Book 2 of Maps and Plats at Page 49 in the Office of the County Recorder, Santa Cruz County, Arizona;

Thence N.  $36^{\circ} 59' 59''$  E., traversing inside said right-of-way, a distance of 83.56 feet to a point on a curve in the northeasterly right-of-way line of said road;

Thence N.  $36^{\circ} 59' 59''$  E., a distance of 86.62 feet to a point;

Thence N.  $01^{\circ} 40' 31''$  W., a distance of 477.89 feet to a point;

Thence S.  $77^{\circ} 49' 49''$  W., a distance of 668.20 feet to a point;

Thence N.  $04^{\circ} 58' 21''$  W., a distance of 495.22 feet to a point;

Thence N.  $85^{\circ} 16' 40''$  E., a distance of 355.85 feet to a point;

Thence N.  $51^{\circ} 22' 55''$  E., a distance of 112.35 feet to a point;

Thence N.  $18^{\circ} 37' 05''$  W., a distance of 277.78 feet to a point;

Thence N.  $57^{\circ} 37' 05''$  W., a distance of 231.17 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described;

Thence N.  $59^{\circ} 17' 05''$  W., a distance of 192.18 feet to a point;

Thence N.  $30^{\circ} 42' 55''$  E., a distance of 55.00 feet to a point;

Thence N.  $85^{\circ} 42' 55''$  E., a distance of 65.00 feet to a point;

Thence N.  $65^{\circ} 42' 55''$  E., a distance of 93.00 feet to a point;

Thence N.  $01^{\circ} 47' 05''$  W., a distance of 135.00 feet to a point;

Thence N.  $89^{\circ} 15' 05''$  E., a distance of 101.15 feet to a point;

Thence S.  $00^{\circ} 48' 10''$  E., a distance of 92.00 feet to a point;

Thence S.  $03^{\circ} 48' 05''$  E., a distance of 80.70 feet to a point;

Thence S.  $12^{\circ} 50' 55''$  E., a distance of 82.80 feet to a point;

Thence S.  $72^{\circ} 50' 55''$  W., a distance of 103.95 feet to a point;

Thence S.  $42^{\circ} 06' 50''$  W., a distance of 53.26 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described.



EXHIBIT "B"  
LEGAL DESCRIPTION  
COMMON AREA

A parcel of land situated in the southeast one-quarter (SE-1/4) of Section 6, Township 21 South, Range 13 East, G. & S.R.B., & M., Santa Cruz County, Arizona, more particularly described as follows:

BEGINNING at the southeast corner of said Section 6;

- Thence S.  $88^{\circ} 44' 45''$  W., along the south line of said Section 6, a distance of 148.52 feet to a point;
- Thence N.  $01^{\circ} 15' 15''$  W., a distance of 127.00 feet to a point on the centerline of a road as shown on the plat of Tubac Country Club Estates as recorded in Book 2 of Maps and Plats at Page 49 in the Office of the County Recorder, Santa Cruz County, Arizona;
- Thence N.  $36^{\circ} 59' 59''$  E., traversing inside said right-of-way, a distance of 83.56 feet to a point on a curve in the northeasterly right-of-way line of said road;
- Thence N.  $36^{\circ} 59' 59''$  E., a distance of 86.62 feet to a point;
- Thence N.  $01^{\circ} 40' 31''$  W., a distance of 477.89 feet to a point;
- Thence S.  $77^{\circ} 49' 49''$  W., a distance of 668.20 feet to a point;
- Thence N.  $04^{\circ} 58' 21''$  W., a distance of 495.22 feet to a point;
- Thence N.  $85^{\circ} 16' 40''$  E., a distance of 355.85 feet to a point;
- Thence N.  $51^{\circ} 22' 55''$  E., a distance of 112.35 feet to a point;
- Thence N.  $18^{\circ} 37' 05''$  W., a distance of 277.78 feet to a point;
- Thence N.  $57^{\circ} 37' 05''$  W., a distance of 231.17 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described;
- Thence N.  $59^{\circ} 17' 05''$  W., a distance of 192.18 feet to a point;
- Thence N.  $30^{\circ} 42' 55''$  E., a distance of 55.00 feet to a point;
- Thence N.  $85^{\circ} 42' 55''$  E., a distance of 65.00 feet to a point;
- Thence N.  $65^{\circ} 42' 55''$  E., a distance of 93.00 feet to a point;
- Thence N.  $01^{\circ} 47' 05''$  W., a distance of 135.00 feet to a point;
- Thence N.  $89^{\circ} 15' 05''$  E., a distance of 24.20 feet to a point;
- Thence S.  $00^{\circ} 18' 51''$  E., a distance of 93.32 feet to a point;
- Thence S.  $03^{\circ} 30' 24''$  E., a distance of 90.52 feet to a point;
- Thence S.  $12^{\circ} 41' 20''$  E., a distance of 94.02 feet to a point;
- Thence S.  $72^{\circ} 50' 55''$  W., a distance of 26.20 feet to a point;
- Thence S.  $42^{\circ} 06' 50''$  W., a distance of 53.26 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described;

FEE NO. 1316

LAWYERS TITLE OF ARIZONA

STATE OF ARIZONA, County of Santa Cruz - SS.

I do hereby certify that the within instrument was filed and recorded at the request of \_\_\_\_\_  
MAR 29 1973 A. D., 1973 at 3:01 o'clock 1 M. Docket No. 65622 Page 615-623

County of Santa Cruz County, Arizona.

WITNESS my hand and official seal the day and year first above written,  
G. ESPINOSA MORENO, COUNTY RECORDER.

By Laura A. Dorte  
Deputy