



Covenants, Conditions, and Restrictions (CCRs) for VISTA DE LAS CANDELAS ESTATES NO 2 27-58

Recorded by Pima County Recorder's Office in 1962

DISCLAIMER

These CCRs were obtained from the Pima County Recorder's Office (PCRO) for research purposes. Documents have been organized, cleaned, transformed, and may have been subject to adjustments and modifications to make them more understandable and accurate. These documents are for informational purposes only and should not be construed as an official copy or legal description. Official and original documents should be obtained from PCRO. The Mapping Racist Covenants (MRC) project has made every effort to provide accurate and reliable information and does not guarantee the completeness, accuracy, timeliness, or reliability of these documents and the data visualized on the map. These documents are not updated after archival. The project does not accept any liability for any loss or damage that may arise from the use of these documents.

CONTENT WARNING

These CCRs, obtained from publicly available sources, contain language that may address exclusion, race, racism, housing discrimination, and segregation. These documents may contain language that is offensive, including racist and ableist slurs, and may be difficult or triggering for some individuals. Please be aware that the MRC project attempts to define these terms and provide context, but the definitions are not comprehensive and may not fully capture the experiences of marginalized groups. We acknowledge that the content in these documents reflects a complex history and ongoing systems of oppression, and we encourage users to engage with the information critically and with sensitivity to the experiences of historically marginalized people. By continuing to view these documents, you acknowledge and accept the potential for discomfort or distress that may arise from engaging with this content.

ABOUT THE PROJECT

The MRC project tells the story of racist covenants in Tucson. Launched in September 2022, the MRC project explores the geography of racial covenants across Tucson neighborhoods and subdivisions, focusing on those enacted between 1912-1968. Racial covenants were ultimately ruled illegal with the passage of the Fair Housing Act of 1968. Our analysis shows that at least 150 subdivisions across the Tucson metropolitan area have racist CCRs that exclude people of color, as well as other marginalized individuals from living in certain neighborhoods.

DECLARATION OF ESTABLISHMENT OF
CONDITIONS AND RESTRICTIONS OF
VISTA DE LAS CANDELAS ESTATES #2

KNOW ALL MEN BY THESE PRESENTS:

THAT ARIZONA LAND TITLE AND TRUST COMPANY, AN ARIZONA CORPORATION, BEING THE OWNER AS TRUSTEE UNDER ARIZONA LAND TITLE AND TRUST COMPANY TRUST No. 5163-T, OF LOTS 27 THROUGH 50, INCLUSIVE, VISTA DE LAS CANDELAS #2, A SUBDIVISION OF PIMA COUNTY, ARIZONA, ACCORDING TO THE PLAT RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, IN BOOK 16 OF MAPS AND PLATS AT PAGE 14 THEREOF, DOES HEREBY DECLARE:

THAT IT HAS ESTABLISHED AND DOES HEREBY ESTABLISH A GENERAL PLAN FOR THE IMPROVEMENT AND DEVELOPMENT OF SAID PROPERTY AND DOES HEREBY ESTABLISH THE PROVISIONS, CONDITIONS, RESTRICTIONS AND COVENANTS UPON AND SUBJECT TO WHICH ALL LOTS AND PORTIONS OF LOTS IN THE SAID SUBDIVISION, WHICH ENTIRE PROPERTY IS HEREINAFTER REFERRED TO AS "SAID PROPERTY", SHALL BE IMPROVED OR SOLD AND CONVEYED BY IT AS OWNER THEREOF; EACH AND ALL OF SAID PROVISIONS, CONDITIONS, RESTRICTIONS AND COVENANTS IS AND ARE FOR THE BENEFIT OF EACH OWNER OF LAND IN SAID PROPERTY, OR ANY INTEREST THEREIN AND SHALL INURE TO AND PASS WITH EACH AND EVERY PARCEL OF SAID PROPERTY AND SHALL APPLY TO AND BIND THE RESPECTIVE SUCCESSORS IN INTEREST OF THE PRESENT OWNER THEREOF; SAID PROVISIONS, CONDITIONS, RESTRICTIONS AND COVENANTS ARE AND EACH THEREOF IS IMPOSED UPON SAID PROPERTY AS SERVITUDES IN FAVOR OF EACH AND EVERY SUCH PARCEL OF LAND THEREIN AS THE DOMINANT TENEMENT OR TENEMENTS, AS FOLLOWS, TO-WIT:

1. THE NATIVE GROWTH OF SAID PROPERTY, INCLUDING CACTI AND PALO VERDE TREES SHALL NOT BE PERMITTED TO BE DESTROYED OR REMOVED FROM ANY OF THE LOTS IN SAID PROPERTY BY ANY OF THE LOT OWNERS, EXCEPT SUCH NATIVE GROWTH AS IT MAY BE NECESSARY TO REMOVE FOR THE CONSTRUCTION AND MAINTENANCE OF ROADS, SINGLE PRIVATE DWELLING HOUSES AND NECESSARY GARAGES, AND OTHER OUT-BUILDINGS RELATED TO SAID RESIDENCE AND WALLED-IN SERVICE YARDS AND PATIOS, UNLESS WRITTEN PERMISSION BE FIRST HAD AND OBTAINED FROM THE ARCHITECT OR AGENT HEREINAFTER REFERRED TO IN PARAGRAPH 12, WHO SHALL HEREAFTER BE REFERRED TO AS "SAID ARCHITECT" OR "THE ARCHITECT". NO PRIVATE ROAD OR DRIVEWAY SHALL BE CONSTRUCTED UNDER THE AUTHORITY GIVEN UNTIL THE PERSON OR PERSONS DESIRING TO CONSTRUCT SUCH PRIVATE ROAD OR DRIVEWAY HAS SUBMITTED TO THE SAID ARCHITECT TWO SETS OF PLANS SHOWING THE LOCATION, COURSE AND WIDTH OF SAID PRIVATE ROAD OR DRIVEWAY AND THE APPROVAL OF THE ARCHITECT TO THE CONSTRUCTION OF SUCH PRIVATE ROAD OR DRIVEWAY HAS BEEN OBTAINED IN ACCORDANCE WITH THE PROVISIONS OF SAID PARAGRAPH 12 RELATING TO THE CONSTRUCTION OF OTHER IMPROVEMENTS UPON SAID PROPERTY. NO TREES, OTHER THAN NATIVE TREES, SHALL BE PLANTED OR MAINTAINED OF SUCH HEIGHT AS TO OBSTRUCT THE VIEW FROM ANY LOT, EXCEPT IN WALLED-IN SERVICE YARDS AND PATIOS.

NO STABLE OR CORRAL SHALL BE ERECTED UPON ANY LOT, AND NO HORSE, MULE, BURRO OR FOWL MAY BE KEPT OR MAINTAINED UPON ANY LOT AND NO LOT OWNER SHALL PERMIT ANY HORSE, MULE, BURRO OR FOWL TO RANGE AT LARGE UPON ANY LOT.

2. 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 WILL EMIT FOUL OR OBNOXIOUS ODORS, OR THAT WILL CAUSE ANY NOISE THAT WILL OR MIGHT DISTURB THE PEACE, QUIET, COMFORT OR SERENITY OF THE OCCUPANTS OF SURROUNDING PROPERTY.

3. NO BILLBOARDS OR ADVERTISING SIGNS OF ANY CHARACTER SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY BUILDING ERECTED THEREON, OTHER THAN A NAME PLATE OF THE OCCUPANT OF ANY RESIDENCE UPON WHICH HIS PROFESSIONAL TITLE, IF HE IS A PHYSICIAN OR SURGEON, MAY BE ALSO ADDED, AND PROVIDED NO SUCH SIGN OR NAME PLATE SHALL EXCEED A SIZE OF TWO SQUARE FEET. NO SIGN OF ANY CHARACTER

SHALL BE PLACED ON ANY BUILDING UNTIL THE PROPOSED SIGN HAS BEEN IN WRITING AUTHORIZED BY THE SAID ARCHITECT, NOR SHALL SUCH SIGN BE PLACED OR MAINTAINED ON ANY BUILDING EXCEPT IN THE POSITION AUTHORIZED IN WRITING BY SAID ARCHITECT.

4. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, PLACED OR PERMITTED UPON ANY PART OF SAID PROPERTY, NOR SHALL ANY OIL, NATURAL GAS, PETROLEUM, ASPHALTUM OR HYDROCARBON PRODUCT OR SUBSTANCES BE PRODUCED OR EXTRACTED THEREFROM.

5. NO ELEVATED TANKS OR TOWERS OF ANY KIND SHALL BE ERECTED, PLACED OR PERMITTED UPON ANY PART OF SAID PROPERTY. ANY TANKS FOR USE IN CONNECTION WITH ANY RESIDENCE CONSTRUCTED ON SAID PROPERTY, INCLUDING TANKS FOR THE STORAGE OF GAS AND FUEL OIL, GASOLINE OR OIL, MUST BE BURIED OR WALLED IN SUFFICIENTLY TO CONCEAL THEM FROM THE VIEW FROM NEIGHBORING LOTS OR ROADS OR STREETS. ALL CLOTHES LINES, GARBAGE CANS, EQUIPMENT, WOOD PILES OR STORAGE PILES SHALL BE WALLED IN TO CONCEAL THEM FROM THE VIEW FROM NEIGHBORING LOTS OR ROADS. ALL METERS FOR GAS, WATER, ELECTRIC AND OTHER UTILITIES SHALL BE CONCEALED FROM VIEW FROM NEIGHBORING LOTS OR ROADS.

6. SAID PROPERTY AND THE WHOLE THEREOF SHALL BE USED FOR PRIVATE RESIDENTIAL PURPOSES SOLELY; NO BUSINESS OF ANY NATURE SHALL BE CONDUCTED THEREON. 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 SANATORIUM OR DOCTOR'S OFFICE, SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON SAID PROPERTY OR ON ANY PART THEREOF.

7. NO STRUCTURE WHATEVER, OTHER THAN ONE FIRST-CLASS PRIVATE DWELLING HOUSE WITH THE CUSTOMARY OUT-BUILDINGS, INCLUDING A GARAGE, MAY BE ERECTED, PLACED OR MAINTAINED ON ANY LOT IN SAID PROPERTY. AN OWNERSHIP OR SINGLE HOLDING BY ANY PERSON COMPRISING PARTS OF TWO ADJOINING LOTS, OR THE WHOLE OF ONE LOT AND PART OR PARTS OF ONE OR MORE ADJOINING LOTS, MAY, WITH THE WRITTEN APPROVAL OF THE SAID ARCHITECT, BE DEEMED TO CONSTITUTE A SINGLE LOT.

8. EVERY SUCH SINGLE PRIVATE DWELLING HOUSE ERECTED ON SAID PROPERTY SHALL CONTAIN NOT LESS THAN 1,600 SQUARE FEET OF LIVING AREA, EXCLUSIVE OF PORCHES, BREEZEWAYS, ROOF-OVERHANG, GARAGE AND OUT-BUILDINGS.

9. ANY SINGLE PRIVATE DWELLING HOUSE ERECTED UPON ANY SUCH LOT AND EVERY PART THEREOF SHALL BE LOCATED NOT CLOSER TO THE PROPERTY LINE OF SAID LOT THAN THIRTY FEET. NO GARAGE, OR OTHER STRUCTURE OR BUILDING SHALL BE ERECTED ON SAID PROPERTY WITHIN THIRTY FEET OF THE PROPERTY LINE OF ANY LOT. NO FENCE, WALL, HEDGE OR COPING SHALL BE ERECTED OR MAINTAINED ON ANY LOT WITHIN THIRTY FEET OF THE PROPERTY LINE OF ANY LOT IN SAID PROPERTY, AND IN NO EVENT SHALL SUCH FENCE, WALL, HEDGE, OR COPING BE PERMITTED OVER SIX FEET IN HEIGHT. HOWEVER, WHERE SPECIAL PERMISSION IS GIVEN IN WRITING BY THE SAID ARCHITECT IN SPECIAL CASES WHERE THE LOT AFFECTED IS SO LOCATED AND THE SHAPE OR CONTOUR IS SUCH AS TO JUSTIFY IT, A MODIFIED SET-BACK MAY BE HAD. THE DECISION OF THE SAID ARCHITECT ON ANY MODIFIED SET-BACK SHALL BE FINAL.

10. NO GARAGE OR OTHER BUILDING OR STRUCTURE SHALL BE ERECTED OR PERMITTED ON ANY LOT IN SAID PROPERTY UNTIL THE CONSTRUCTION AND COMPLETION OF A SINGLE PRIVATE DWELLING HOUSE THEREON, EXCEPT A SINGLE PRIVATE DWELLING HOUSE AND THE NECESSARY OUT-BUILDINGS, GARAGES OR OTHER STRUCTURES RELATED THERETO MAY BE SIMULTANEOUSLY CONSTRUCTED, PROVIDED, HOWEVER, THAT NOTHING HEREIN CONTAINED SHALL BE CONSTRUED TO PREVENT THE INCORPORATION AND CONSTRUCTION OF A GARAGE IN AND AS A PART OF SUCH DWELLING HOUSE.

11. NO TEMPORARY HOUSE DWELLING, GARAGE, OUT-BUILDING, TRAILER HOME OR OTHER STRUCTURE SHALL BE PLACED OR ERECTED UPON ANY LOT. NO RESIDENCE PLACED OR ERECTED ON ANY LOT SHALL BE OCCUPIED IN ANY MANNER WHILE IN THE COURSE OF CONSTRUCTION, NOR AT ANY TIME PRIOR TO ITS BEING FULLY COMPLETED AS HEREIN REQUIRED, NOR SHALL ANY RESIDENCE WHEN COMPLETED BE IN ANY MANNER OCCUPIED UNTIL MADE TO COMPLY WITH THE APPROVED PLANS, THE REQUIREMENTS AS TO COST AND

ALL OTHER CONDITIONS AND RESTRICTIONS HEREIN SET FORTH AND UNTIL AN OCCUPANCY PERMIT SHALL HAVE BEEN OBTAINED FROM THE SAID ARCHITECT, WHICH PERMIT SHALL BE GRANTED IF OWNER HAS COMPLIED WITH THESE RESTRICTIONS.

12. ALL BUILDING PLANS AND SPECIFICATIONS, INCLUDING EXTERIOR COLOR SCHEME, FOR ANY BUILDING, FENCE, WALL OR STRUCTURE TO BE ERECTED ON OR MOVED UPON OR TO ANY PART OF SAID PROPERTY, THE PROPOSED LOCATION THEREOF ON ANY LOT AND ANY CHANGES AFTER APPROVAL THEREOF AND ANY REMODELING, RECONSTRUCTION, ALTERATIONS OR ADDITIONS TO ANY BUILDING OR OTHER STRUCTURE ON ANY LOT IN SAID PROPERTY, SHALL BE SUBJECT TO THE APPROVAL IN WRITING OF AN ARCHITECT OR AGENTS APPOINTED FROM TIME TO TIME, BY THE ARIZONA LAND TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 5163T, AND UPON THE TERMINATION OF SAID TRUST, THEN BY THE INDIVIDUAL, CORPORATION OR ASSOCIATION THEN APPOINTED BY IT, WHO TOGETHER WITH HIS OR ITS HEIRS, SUCCESSORS OR ASSIGNS, SHALL CONTINUE TO EXERCISE THE POWER TO APPOINT THE ARCHITECT OR AGENTS AS ITS REPRESENTATIVE AUTHORIZED FOR SUCH PURPOSE. BEFORE BEGINNING THE CONSTRUCTION OF ANY BUILDING, FENCE, WALL, COPING OR OTHER STRUCTURE WHATSOEVER, OR REMODELING, OR RECONSTRUCTING, OR ALTERING SAID STRUCTURE ON ANY LOT, THE PERSON OR PERSONS DESIRING TO ERECT OR CONSTRUCT OR MODIFY THE SAME SHALL SUBMIT TO SAID ARCHITECT TWO COMPLETE SETS OF BUILDING PLANS AND SPECIFICATIONS, INCLUDING EXTERIOR COLOR SCHEME, FOR THE BUILDING, FENCE, WALL, COPING OR OTHER STRUCTURE SO DESIRED TO BE ERECTED, CONSTRUCTED OR MODIFIED AND NO STRUCTURE SO DESIRED TO BE ERECTED, CONSTRUCTED OR MODIFIED AND NO STRUCTURE OF ANY KIND, THE PLANS, ELEVATIONS AND SPECIFICATIONS OF WHICH HAVE NOT RECEIVED THE WRITTEN APPROVAL OF SAID ARCHITECT AND WHICH DO NOT COMPLY FULLY WITH SUCH APPROVED PLANS AND SPECIFICATIONS, SHALL BE ERECTED, PLACED OR MAINTAINED UPON ANY LOT. APPROVAL OF SUCH PLANS AND SPECIFICATIONS, SHALL BE EVIDENCED BY THE WRITTEN ENDORSEMENT OF SAID ARCHITECT, MADE ON SAID PLANS AND SPECIFICATIONS, A COPY THEREOF TO BE DELIVERED BY SAID ARCHITECT TO THE OWNER OR OWNERS OF THE LOT UPON WHICH SAID PROSPECTIVE BUILDING OR OTHER STRUCTURE IS PROPOSED TO BE ERECTED, OR TO THE AGENT OR REPRESENTATIVE OF SUCH OWNER OR OWNERS, PRIOR TO BEGINNING SAID CONSTRUCTION. ONE SET OF SAID PLANS AND SPECIFICATIONS SHALL BE DELIVERED TO THE ARCHITECT TO BE KEPT PERMANENTLY BY IT. NO CHANGES OR DEVIATIONS IN OR FROM SAID PLANS AND SPECIFICATIONS AS APPROVED BY SAID ARCHITECT INsofar AS THE EXTERIOR OF THE PROPOSED STRUCTURE IS CONCERNED, SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF SAID ARCHITECT BEING FIRST HAD. SAID ARCHITECT, ITS SUCCESSORS OR ASSIGNS, SHALL NOT BE RESPONSIBLE FOR ANY STRUCTURAL DEFECTS IN SAID PLANS OR SPECIFICATIONS, NOR IN ANY BUILDING OR STRUCTURE ERECTED ACCORDING TO SUCH PLANS AND SPECIFICATIONS.

SAID ARCHITECT SHALL HAVE THE RIGHT AND PRIVILEGE TO DISAPPROVE ANY AND ALL PLANS AND SPECIFICATIONS SUBMITTED TO HIM AS AFORESAID, FOR ANY ONE OR MORE OF THE FOLLOWING REASONS:

A. IF SAID PLANS AND SPECIFICATIONS ARE NOT IN EXACT ACCORDANCE WITH EACH AND EVERY PROVISION OF THE DECLARATION OF CONDITIONS AND RESTRICTIONS RELATING THERETO;

B. IF, IN THE OPINION OF SAID ARCHITECT, THE ARCHITECTURAL DESIGN OF THE PROPOSED BUILDING OR OTHER STRUCTURE AS SHOWN BY SAID PLANS AND SPECIFICATIONS, INCLUDING EXTERIOR COLOR SCHEME, BE NOT IN HARMONY WITH GENERAL SURROUNDINGS, OR WITH THE BUILDING OR STRUCTURE ADJACENT TO THE LOCATION AT WHICH SAID PROPOSED BUILDING OR OTHER STRUCTURE IS INTENDED TO BE ERECTED. THE DECISION OF SAID ARCHITECT UPON SAID SUBJECT SHALL BE FINAL.

C. THAT THE PLANS AND SPECIFICATIONS SUBMITTED ARE INCOMPLETE AND NOT IN DETAIL.

13. NO RESIDENCE SHALL BE REMOVED FROM WITHOUT SAID PROPERTY TO ANY LOT THEREIN WITHOUT THE WRITTEN CONSENT OF THE SAID ARCHITECT AND IN THE EVENT A HOUSE SHALL BE SO REMOVED ONTO SAID PROPERTY, SAID HOUSE SHALL COMPLY IN ALL RESPECTS WITH EACH AND EVERY PROVISIONS OF THIS DECLARATION OF CONDITIONS AND RESTRICTIONS RELATING THERETO.

14. LOTS WITHIN THE SUBDIVISION MAY NOT BE RESUBDIVIDED EXCEPT TO INCREASE THE AREA OF EACH RE-SUBDIVIDED LOT RESULTING FROM SUCH RE-SUBDIVISION, AND FURTHER, ONLY UPON THE APPROVAL OF THE SAID ARCHITECT.

15. NO BERMUDA GRASS SHALL BE GROWN ON ANY LOT WITHIN THE SUBDIVISION.

16. ALL ELECTRICAL SERVICE AND TELEPHONE LINES FROM THE UTILITY COMPANY POLE LINE SHALL BE PLACED UNDERGROUND AND NO OUTSIDE ELECTRICAL LINES SHALL BE PLACED OVERHEAD; THIS REQUIREMENT MAY BE WAIVED BY THE ARCHITECT BUT A WAIVER AS TO OTHER LOTS OR LINES SHALL NOT CONSTITUTE A WAIVER EXCEPT AS TO THE LOT OR LOTS SPECIFICALLY DESCRIBED IN SUCH A WAIVER.

17. NO EVAPORATIVE COOLERS SHALL BE PLACED, INSTALLED OR MAINTAINED ON THE ROOF OF ANY BUILDING OR STRUCTURE NOR SHALL SAME BE PLACED IN ANY OTHER EXPOSED AND UNCONCEALED POSITION ON OR ABOUT ANY BUILDING OR STRUCTURE.

18. ALL PROVISIONS, CONDITIONS, RESTRICTIONS AND COVENANTS HEREIN SHALL BE BINDING UPON ALL LOTS AND THE OWNERS THEREOF, REGARDLESS OF THE SOURCE OF TITLE, AND ALL SAID CONDITIONS, RESTRICTIONS AND COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND FOR THE TERM OF THESE RESTRICTIONS.

19. THE BREACH OF ANY CONDITION, RESTRICTION OR COVENANT HERE CONTAINED, IF CONTINUED FOR A PERIOD OF THIRTY (30) DAYS AFTER THE DATE THAT THE UNDERSIGNED OR OTHER PROPERTY OWNER OF A LOT WITHIN THE SUBDIVISION SHALL HAVE NOTIFIED IN WRITING THE OWNER OR LESSEE IN POSSESSION OF A LOT UPON WHICH SUCH BREACH HAS BEEN COMMITTED TO REFRAIN FROM A CONTINUANCE OF SUCH ACTION AND TO CORRECT SUCH BREACH, SHALL ENTITLE THE UNDERSIGNED OR OTHER LOT OWNER TO APPLY TO ANY COURT HAVING JURISDICTION THEREOF FOR AN INJUNCTION OR OTHER PROPER RELIEF, AND IF SUCH RELIEF BE GRANTED, THE COURT SHALL AWARD TO THE PLAINTIFF IN SUCH ACTION HIS REASONABLE EXPENSES IN PROSECUTING SUCH SUIT, INCLUDING ATTORNEYS' FEES; THE AMOUNT OF ANY SUCH JUDGMENT SHALL CONSTITUTE A LIEN UPON THE LOT OR LOTS UPON WHICH THE BREACH HAS BEEN FOUND TO HAVE OCCURRED.

20. THAT THE BREACH OF ANY OF THE FOREGOING PROVISIONS, CONDITIONS, RESTRICTIONS OR COVENANTS OR ANY RE-ENTRY BY REASON OF SUCH BREACH, SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH FOR VALUE AS TO ANY LOT OR LOTS OR PORTIONS OF LOTS IN SAID PROPERTY, BUT SAID PROVISIONS, CONDITIONS, RESTRICTIONS AND COVENANTS SHALL BE BINDING UPON AND EFFECTIVE AGAINST ANY SUCH MORTGAGEE OR TRUSTEE OR OWNER THEREOF, WHOSE TITLE THERETO OR WHOSE GRANTOR'S TITLE IS OR WAS ACQUIRED BY FORECLOSURE, TRUSTEE'S SALE OR OTHERWISE.

21. AN EASEMENT UPON OR OVER EACH AND EVERY LOT IS HEREBY RESERVED TO ARIZONA LAND TITLE AND TRUST COMPANY AS TRUSTEE; ITS SUCCESSORS AND ASSIGNS, FOR THE USE OF POLES, CROSS-ARMS, CONDUITS AND WIRES FOR THE TRANSMISSION OF ELECTRICAL ENERGY, OR TELEPHONE AND FOR ELECTRIC LIGHT, WITH ACCESS THERETO FOR INSTALLING, REPAIRING AND MAINTAINING SAME, BUT ANY SUCH POLES, CONDUITS AND WIRES MUST BE LOCATED WITHIN THIRTY FEET OF THE OUTSIDE LOT BOUNDARIES AND NOT CLOSER THAN THIRTY FEET OF ANY EXISTING BUILDING; AN EASEMENT AND RIGHT-OF-WAY OVER EACH AND EVERY LOT IS HEREBY RESERVED FOR PIPES AND THEIR CONNECTIONS FOR THE DISTRIBUTION OF WATER AND GAS, AND FOR THE PURPOSE OF LAYING, MAINTAINING AND REPAIRING THE SAME, AND ARIZONA LAND TITLE AND TRUST COMPANY, ITS SUCCESSORS AND ASSIGNS, MAY ENTER UPON SAID PREMISES AND MAKE THE NECESSARY EXCAVATIONS IN CONNECTION THERewith, BUT SAID WATER, PIPES AND GAS LINES AND CONNECTIONS SHALL BE LAID IN SUCH MANNER AS NOT TO DISTURB OR CHANGE EXISTING STRUCTURES.

22. NO DELAY OR OMISSION ON THE PART OF ANY LOT OWNER IN EXERCISING ANY RIGHT, POWER OR REMEDY HEREIN PROVIDED, IN THE EVENT OF ANY BREACH OF THE CONDITIONS, COVENANTS, RESTRICTIONS OR RESERVATIONS 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 BY ANYONE WHATSOEVER AGAINST THE UNDERSIGNED OR ANY OTHER LOT OWNERS ON ACCOUNT OF ITS FAILURE TO BRING ANY ACTION ON ACCOUNT OF ANY BREACH OF ANY OF SAID PROVISIONS, CONDITIONS, RESTRICTIONS OR COVENANTS OR FOR IMPOSING RESTRICTIONS HEREIN WHICH MAY BE UNENFORCEABLE.

23. IN THE EVENT THAT ANY ONE OR MORE OF THE CONDITIONS AND RESTRICTIONS HEREIN BEFORE SET FORTH AND CONTAINED SHALL BE DECLARED FOR ANY REASON, BY A COURT OF COMPETENT JURISDICTION, TO BE NULL AND VOID, SUCH JUDGMENT OR DECREE

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SHALL NOT IN ANY MANNER WHATSOEVER AFFECT, MODIFY, CHANGE, ABROGATE OR NULLIFY ANY OF SAID CONDITIONS AND RESTRICTIONS NOT SO EXPRESSLY HELD TO BE VOID, BUT ALL THE REMAINING CONDITIONS AND RESTRICTIONS NOT SO DECLARED TO BE VOID SHALL CONTINUE UNIMPAIRED AND IN FORCE AND EFFECT.

24. PROVIDED, FURTHER, THAT SAID PROPERTY SHALL BE SUBJECT TO ANY AND ALL RIGHTS OR PRIVILEGES WHICH THE CITY OF TUCSON, OR THE COUNTY OF PIMA, ARIZONA, MAY HAVE ACQUIRED THROUGH DEDICATION OR THE FILING OR RECORDING OF MAPS OR PLATS OF SAID PROPERTY, AS AUTHORIZED BY LAW.

25. WHENEVER THE NAME ARIZONA LAND TITLE AND TRUST COMPANY SHALL APPEAR HEREIN, THE SAME SHALL BE HELD TO INCLUDE THE SUCCESSORS OR ASSIGNS OF SAID ARIZONA LAND TITLE AND TRUST COMPANY.

26. REFERENCE HEREIN TO A PERSON OF MALE SEX SHALL INCLUDE ONE OF THE FEMALE SEX; REFERENCE TO A NATURAL PERSON SHALL INCLUDE A CORPORATION, PARTNERSHIP OR ASSOCIATION, AND REFERENCE TO ONE PERSON, WHERE THE INTENT OF THIS INSTRUMENT REQUIRES THE SAME FOR PROPER CONSTRUCTION TO CARRY OUT THE INTENT HEREOF, SHALL INCLUDE TWO OR MORE PERSONS, CORPORATIONS, PARTNERSHIPS OR ASSOCIATIONS.

ALL OF THE AFORESAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE AND REMAIN IN FULL FORCE AND EFFECT AT ALL TIMES AS AGAINST THE OWNER OF ANY LOT IN SAID PROPERTY, HOWEVER HIS TITLE THERETO MAY BE ACQUIRED, UNTIL THE COMMENCEMENT OF CALENDAR YEAR 1982, ON WHICH DATE THE SAID CONDITIONS AND RESTRICTIONS SHALL TERMINATE AND END, AND THEREAFTER BE OF NO FURTHER LEGAL OR EQUITABLE EFFECT ON SAID PROPERTY OR ANY OWNER THEREOF.

IN WITNESS WHEREOF, ARIZONA LAND TITLE AND TRUST COMPANY, AN ARIZONA CORPORATION, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED AND ATTESTED, BY ITS OFFICERS THEREUNTO DULY AUTHORIZED THIS 13th DAY OF FEBRUARY, 1962.

ARIZONA LAND TITLE AND TRUST COMPANY, AN ARIZONA CORPORATION, AS TRUSTEE UNDER ARIZONA LAND TITLE AND TRUST COMPANY, TRUST NO. 5163 T.

ATTEST:

By

By

STATE OF ARIZONA

COUNTY OF PIMA

ss.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF February 1962 BY N. R. MUTCH AS Assistant Trust Officer OF ARIZONA LAND TITLE AND TRUST COMPANY, AN ARIZONA CORPORATION, AS AN ACT OF SUCH CORPORATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires Feb. 22, 1965



BOOK 1894 PAGE 51

Rita M. Sugglen
 BY *[Signature]*
 State of Arizona)
 County of Pima) ss.
 I hereby certify that the within instrument was filed for record in request of *[Signature]* of *[Signature]* ARIZONA LAND TITLE AND TRUST COMPANY.
 1962 FEB 15 AM 10:01 A.D. 19
 Book 1894
 Page 47 to 51
 Witnesses my hand and Official Seal day and year above written.
 ABRA SULLIVAN, County Recorder
 10508
 475
 MISCELLANEOUS
 COPIES

STATE OF ARIZONA

COUNTY OF PIMA

Witness my hand and Official Seal.

Accepted	Filed	Blotted

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

No. 95836

Book 4898 Page 170-171

Date:

IDA MAE SMYTH

County Recorded

NOV 21 AM 10 47

By *Betha Stephens*
Deputy

Fee:

2.00

FIRST AMENDMENT TO

mail 2

DECLARATION OF ESTABLISHMENT OF
CONDITIONS AND RESTRICTIONS OF
VISTA DE LAS CANDELAS ESTATES NO. 2

655-40-000000-100-85711

KNOW ALL MEN BY THESE PRESENTS:

The undersigned does hereby establish the following Amendment to that certain Declaration of Establishment of Conditions and Restrictions of Vista de las Candelas Estates No. 2, duly recorded in the Office of the County Recorder of Pima County, Arizona, in Docket 1894 at pages 47, et seq..

The first sentence of Paragraph 12 is hereby amended in the following particulars only, which by this reference are made a part thereof and which shall supercede and replace anything recited in said Paragraph 12 to the contrary:

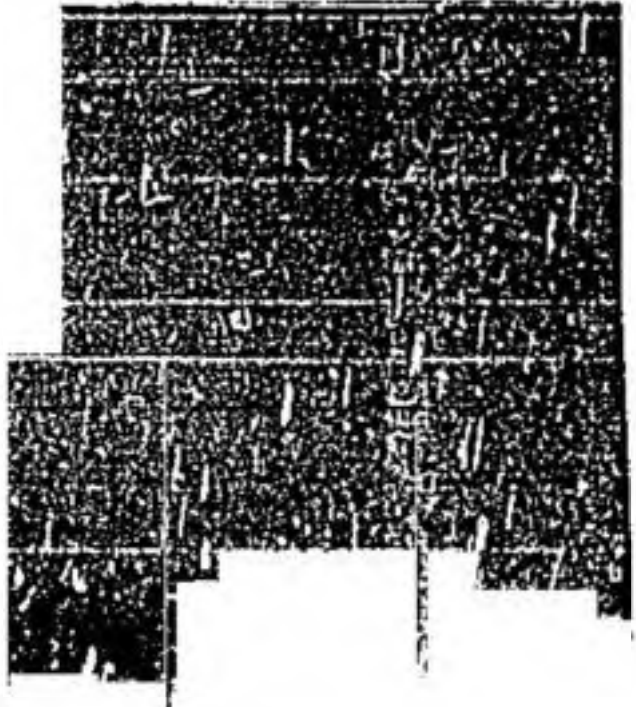
All building plans and specifications, including exterior color scheme, for a building, fence, wall or structure to be erected on or moved upon or to any part of said property, the proposed location thereof on any lot and any changes after approval thereof, and any remodeling, reconstruction, alterations or additions to any building or other structure on any lot in said property shall be subject to the approval in writing of an architect or agent appointed from time to time by Vista de las Candelas Homeowners Association, Inc., an Arizona corporation, or its successors or assigns.

Paragraph 19 is hereby amended as follows:

The term "undersigned" shall be deleted wherever it appears and shall be replaced by the phrase "Vista de las Candelas Homeowners Association, Inc., an Arizona corporation."

Except as amended herein, Paragraphs 12 and 19 shall remain the same and in full force and effect.

BOOK 4898 PAGE 170



IN WITNESS WHEREOF, Lawyers Title of Arizona, an Arizona corporation, as successor in interest to Arizona Land Title and Trust Company, an Arizona corporation, as Trustee under Arizona Land Title and Trust Company, Trust No. 5163-T has caused its corporate name to be signed and its corporate seal to be affixed and attested, by its officers thereunto duly authorized, this 19th day of November, 1974.

LAWYERS TITLE OF ARIZONA, an Arizona corporation, as successor in interest to Arizona Land Title and Trust Company, an Arizona corporation, as Trustee under Arizona Land Title and Trust Company, Trust No. 5163-T and not otherwise.

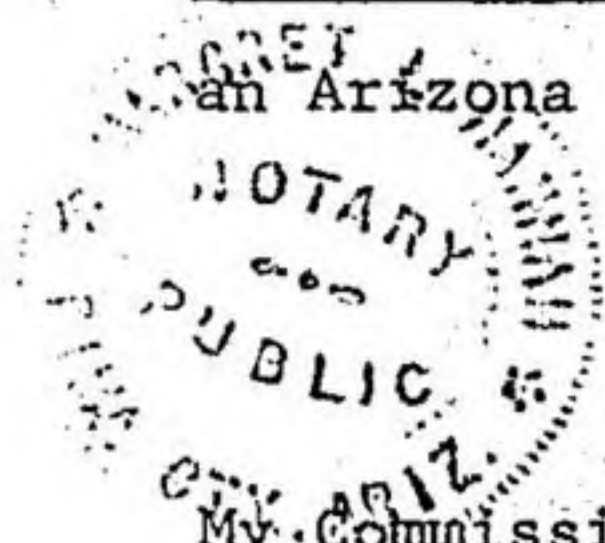
By L.K. Olson
Trust Officer L.K. Olson

ATTEST:

By Diane S. Bassett

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 19th day of November, 1974, by L.K. Olson as Trust Officer and _____ as _____ of Lawyers Title of Arizona, an Arizona corporation, as an act of such corporation.



Margaret L. Hannah
Notary Public

My Commission Expires:

My Commission Expires October 7, 1978