



**WATERFALL ▾ ECONOMIDIS ▾ CALDWELL
HANSHAW ▾ VILLAMANA**

A Professional Corporation

LAW OFFICES

Williams Centre • Eighth Floor
5210 East Williams Circle
Tucson, Arizona 85711
(520) 790-5828
FAX: (520) 745-1279

WRITER

Hugh M. Caldwell, Jr.
745-7818

E-mail Address
hmc@wechv.com

February 14, 2001

Warren E. Culbertson
17721 S. Placita Mayo
Green Valley, AZ 85614

Re: Valle Verde Del Norte

Dear Warren:

Enclosed is the original Re-recording of Second Amendment to Declaration of Restrictions of Valle Verde Del Norte Recorded in Docket 11084, page 0867, which was re-recorded with the Pima County Recorder's Office on February 2, 2001, in Docket 11478, page 36 - 39.

Please place this original document in safekeeping. I have retained a photocopy of the document in my file.

Very truly yours,

WATERFALL, ECONOMIDIS, CALDWELL,
HANSHAW & VILLAMANA, P.C.


Hugh M. Caldwell, Jr. (Bh)

HMC:bh

enc.

cc: Ms. Rovecka Vinson (w/ enc.)



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WRITER

Hugh M. Caldwell, Jr.

745-7818

E-mail Address

hmc@wechv.com

January 26, 2001

PIMA COUNTY RECORDER

115 N. Church

Tucson, Arizona 85701

Re: Re-Recordation of Second Amendment to Declaration of Restrictions of Valle Verde
Del Norte Recorded in Docket 11084, Page 0867

Ladies/Gentlemen:

Please record the above referenced document and after recordation, return the document to me in the self addressed, postage prepaid envelope. Also enclosed is this firm's check in an amount not to exceed \$20.00, as and for recording fees.

If you have any questions regarding this document, please do not hesitate to contact me.

Very truly yours,

WATERFALL, ECONOMIDIS, CALDWELL,
HANSHAW & VILLAMANA, P.C.

Hugh M. Caldwell, Jr.

(Bh)

HMC:bh

enc.

cc: Warren E. Culbertson (w/ enc.)

Ms. Rovecka Vinson (w/ enc.)

After recordation return to:

Hugh M. Caldwell, Jr.
WATERFALL, ECONOMIDIS, CALDWELL,
HANSHAW & VILLAMANA, P.C.
5210 East Williams Circle, Suite 800
Tucson, Arizona 85711

**RE-RECORDATION OF SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS OF
VALLE VERDE DEL NORTE**

**RECORDED
IN DOCKET 11084, PAGE 0867**

**THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS OF VALLE
VERDE DEL NORTE IS BEING RE-RECORDED TO CORRECT THE FOLLOWING
RECORDING INFORMATION:**

1. Recital Paragraph B. and the first Paragraph at the top of page 3 have been corrected to reflect that the First Amendment was re-recorded in Book 7459, commencing at page 665.

**WATERFALL, ECONOMIDIS, CALDWELL,
HANSHAW & VILLAMANA, P.C.**

5210 E. WILLIAMS CIRCLE, SUITE 800
TUCSON, AZ 85711

NATIONAL BANK OF ARIZONA
180 N. STONE AVE.
TUCSON, AZ 85701

91-5592/1221 2

27165

NOT TO EXCEED TWENTY AND NO/100 DOLLARS

DATE AMOUNT
01/26/01 (Not to exceed \$20.00)

PAY
TO THE
ORDER
OF

PIMA COUNTY RECORDER

WATERFALL, ECONOMIDIS, CALDWELL, HANSHAW & VILLAMANA, P.C.


AUTHORIZED SIGNATURE

⑈027165⑈ ⑆122105320⑆ 0020004859⑈

WATERFALL, ECONOMIDIS, CALDWELL, HANSHAW & VILLAMANA, P.C.

27165

HMC/BH

01/26/01

PIMA COUNTY RECORDER
NOT TO EXCEED \$20.00

CULBERTSON #4999-2

CODE #13 - RECORDING FEE

F. ANN RODRIGUEZ, RECORDER

RECORDED BY: RBP

DEPUTY RECORDER

3591

RO2B

W

HUGH M CALDWELL JR

5210 E WILLIAMS CIRCLE STE 800

TUCSON AZ 85711



DOCKET: 11478

PAGE: 36

NO. OF PAGES: 4

SEQUENCE: 20010230017

02/02/2001

ARSTRT 07:42

ENVELOPE

AMOUNT PAID \$ 12.00

After recordation return to:

Hugh M. Caldwell, Jr.

WATERFALL, ECONOMIDIS, CALDWELL,

HANSHAW & VILLAMANA, P.C.

5210 East Williams Circle, Suite 800

Tucson, Arizona 85711

**RE-RECORDATION OF SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS OF
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**RECORDED
IN DOCKET 11084, PAGE 0867**

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS OF VALLE VERDE DEL NORTE IS BEING RE-RECORDED TO CORRECT THE FOLLOWING RECORDING INFORMATION:

1. Recital Paragraph B. and the first Paragraph at the top of page 3 have been corrected to reflect that the First Amendment was re-recorded in Book 7459, commencing at page 665.

RECORDED BY: JEB
DEPUTY RECORDER
2012 ROOC



DOCKET: 11084
PAGE: 867
NO. OF PAGES: 3
SEQUENCE: 19991300349
ARSTR: 07/08/1999 13:00
ENVELOPE
AMOUNT PAID \$ 9.00

W
HUGH M CALDWELL JR.
5210 E WILLIAMS CIRCLE 800
TUCSON AZ 85711

After recordation return to:

Hugh M. Caldwell, Jr., Esq.
WATERFALL, ECONOMIDIS, CALDWELL,
HANSHAW & VILLAMANA, P.C.
5210 East Williams Circle, Suite 800
Tucson, Arizona 85711

**SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS
OF
VALLE VERDE DEL NORTE**

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS OF VALLE
VERDE DEL NORTE ("Second Amendment") is made this 2nd day of July, 1999.

RECITALS:

A. On January 18, 1974, a Declaration of Restrictions of Valle Verde Del Norte (hereafter referred to as the "1974 Declaration") was recorded in Book 4685 commencing at Page 71, in the office of the Pima County Recorder, Pima County, Arizona.

B. On December 28, 1977, a First Amendment of Declaration of Restrictions of Valle Verde Del Norte (hereafter referred to as the "First Amendment") was recorded in Book 5681

11084
867
3
19991300349
07/08/1999
13:00
ENVELOPE
9.00

and re-recorded in Book 7459, commencing at page 665, commencing at Page 836/in the office of the Pima County Recorder, Pima County, Arizona. The 1974 Declaration and the First Amendment are herein collectively referred to as the "*Declaration*".

C. Paragraph 15. of the Declaration provides that the Declaration may be rescinded, altered or modified by Joseph R. Cesare as the authorized representative of Declarant.

D. Joseph R. Cesare desires to modify the Declaration in the manner hereafter described.

E. All definitions set forth in the Declaration shall be considered incorporated in this Second Amendment as though fully set forth herein.

F. Lots 1-100 of Valle Verde Del Norte are herein referred to as the "*Subdivision*".

NOW, THEREFORE, Joseph R. Cesare hereby modifies the Declaration as follows:

1. The covenants, conditions and restrictions of the Declaration shall remain in full force and effect until December 1, 2020. Thereafter, they shall be deemed to have been renewed and automatically extended for successive periods of ten (10) years each, unless amended or repealed by the written consent of at least two-thirds (2/3rds) of the owners of the lots in the Subdivision.

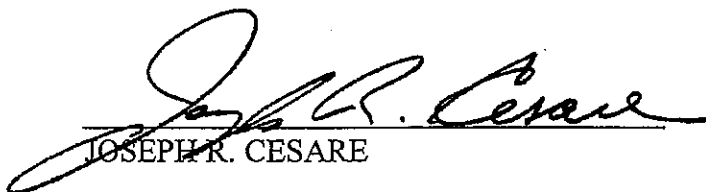
2. Paragraph 12. of the Declaration is hereby amended as follows:

A. The reference to the date of December 21, 2000, is hereby deleted and the date of December 21, 2020, substituted therefor, which date shall be automatically extended for successive periods of ten (10) years each, unless amended or repealed by the written consent of at least two-thirds (2/3rds) of the owners of the lots in the Subdivision.

B. In the event an association of owners or like entity is formed for the owners of lots in the Subdivision, or any portion thereof, such association of owners or like entity shall be entitled to enforce the covenants, conditions and restrictions of the Declaration in the same manner and with the same authority as an owner of a lot in the Subdivision.

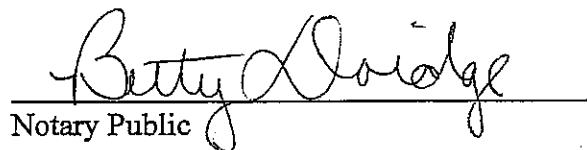
Except as modified herein, the 1974 Declaration recorded in Book 4685 commencing at Page
and re-recorded in Book 7459, commencing at page 665,
71 and the First Amendment thereto recorded in Book 5681 commencing at Page 836 in the office
of the Pima County Recorder, Pima County, Arizona, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment the day,
month and year set forth next to his signature below.

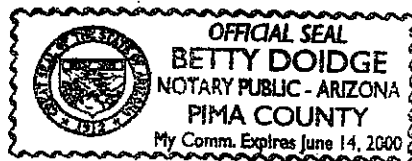

JOSEPH R. CESARE

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

SUBSCRIBED AND ACKNOWLEDGED before me this 2 day of July, 1999, JOSEPH
R. CESARE.


Notary Public

My Commission Expires:





**WATERFALL ▾ ECONOMIDIS ▾ CALDWELL
HANSHAW ▾ VILLAMANA**

A Professional Corporation

LAW OFFICES

Williams Centre • Eighth Floor
5210 East Williams Circle
Tucson, Arizona 85711
(520) 790-5828
FAX: (520) 745-1279

WRITER

Hugh M. Caldwell, Jr.
745-7818

E-mail Address
hmc@wechv.com

July 26, 1999

Mr. Warren E. Culbertson
17721 S. Placita Mayo
Green Valley, Arizona 85614

Re: Second Amendment To Declaration Of Restrictions Of Valle Verde Del Norte

Dear Mr. Culbertson:

Enclosed is the original Second Amendment to Declaration Of Restrictions Of Valle Verde De. Norte which has been recorded with the Pima County Recorder in Docket 11084 at Pages 867 - 869.

I have retained a photocopy of this document in my file.

Very truly yours,

WATERFALL, ECONOMIDIS, CALDWELL,
HANSHAW & VILLAMANA, P.C.

Hugh M. Caldwell Jr.
Hugh M. Caldwell, Jr. (BH)

HMC:bh

enc.

cc: Joseph R. Cesare (w/ enc.)

After recordation return to:

Hugh M. Caldwell, Jr.
WATERFALL, ECONOMIDIS, CALDWELL,
HANSHAW & VILLAMANA, P.C.
5210 East Williams Circle, Suite 800
Tucson, Arizona 85711

**RE-RECORDATION OF SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS OF
VALLE VERDE DEL NORTE**

**RECORDED
IN DOCKET 11084, PAGE 0867**

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VERDE DEL NORTE IS BEING RE-RECORDED TO CORRECT THE FOLLOWING
RECORDING INFORMATION:**

1. Recital Paragraph B. and the first Paragraph at the top of page 3 have been corrected to reflect that the First Amendment was re-recorded in Book 7459, commencing at page 665.

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: JEB
DEPUTY RECORDER
2012 ROOC



DOCKET: 11084
PAGE: 867
NO. OF PAGES: 3
SEQUENCE: 19991300349
07/08/1999
ARSTR 13:00
ENVELOPE
AMOUNT PAID \$ 9.00

W

HUGH M CALDWELL JR
5210 E WILLIAMS CIRCLE 800
TUCSON AZ 85711

After recordation return to:

Hugh M. Caldwell, Jr., Esq.
WATERFALL, ECONOMIDIS, CALDWELL,
HANSHAW & VILLAMANA, P.C.
5210 East Williams Circle, Suite 800
Tucson, Arizona 85711

**SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS
OF
VALLE VERDE DEL NORTE**

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS OF VALLE
VERDE DEL NORTE ("Second Amendment") is made this 2nd day of July, 1999.

RECITALS:

A. On January 18, 1974, a Declaration of Restrictions of Valle Verde Del Norte (hereafter referred to as the "1974 Declaration") was recorded in Book 4685 commencing at Page 71, in the office of the Pima County Recorder, Pima County, Arizona.

B. On December 28, 1977, a First Amendment of Declaration of Restrictions of Valle Verde Del Norte (hereafter referred to as the "First Amendment") was recorded in Book 5681

and re-recorded in Book 7459, commencing at page 665, commencing at Page 836 in the office of the Pima County Recorder, Pima County, Arizona. The 1974 Declaration and the First Amendment are herein collectively referred to as the "Declaration".

C. Paragraph 15. of the Declaration provides that the Declaration may be rescinded, altered or modified by Joseph R. Cesare as the authorized representative of Declarant.

D. Joseph R. Cesare desires to modify the Declaration in the manner hereafter described.

E. All definitions set forth in the Declaration shall be considered incorporated in this Second Amendment as though fully set forth herein.

F. Lots 1-100 of Valle Verde Del Norte are herein referred to as the "Subdivision".

NOW, THEREFORE, Joseph R. Cesare hereby modifies the Declaration as follows:

1. The covenants, conditions and restrictions of the Declaration shall remain in full force and effect until December 1, 2020. Thereafter, they shall be deemed to have been renewed and automatically extended for successive periods of ten (10) years each, unless amended or repealed by the written consent of at least two-thirds (2/3rds) of the owners of the lots in the Subdivision.

2. Paragraph 12. of the Declaration is hereby amended as follows:

A. The reference to the date of December 21, 2000, is hereby deleted and the date of December 21, 2020, substituted therefor, which date shall be automatically extended for successive periods of ten (10) years each, unless amended or repealed by the written consent of at least two-thirds (2/3rds) of the owners of the lots in the Subdivision.

B. In the event an association of owners or like entity is formed for the owners of lots in the Subdivision, or any portion thereof, such association of owners or like entity shall be entitled to enforce the covenants, conditions and restrictions of the Declaration in the same manner and with the same authority as an owner of a lot in the Subdivision.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment the day, _____ month and year set forth next to his signature below.

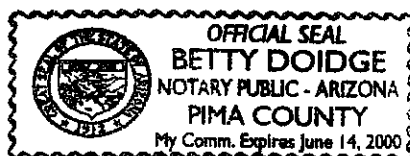

JOSEPH R. CESARE

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

SUBSCRIBED AND ACKNOWLEDGED before me this 2 day of July, 1999, JOSEPH R. CESARE.

Betty L. Doidge
Notary Public

My Commission Expires:



DICKENS

When recorded return to
BROADWAY REALTY & TRUST, INC.
P.O. BOX 12863
TUCSON, ARIZONA 85732

This instrument is being re-recorded for the
purpose of reflecting Exhibit "A" attached

FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS OF VALLE VERDE DEL NORTE SUBDIVISION

THIS AMENDED DECLARATION made on the date hereafter set
forth by TITLE SECURITY AGENCY OF ARIZONA, as Trustee under Trust
T-209, hereafter referred to as "Declarant".

KNOW ALL MEN BY THESE PRESENTS:

That Declarant, as owner of that certain real property situated
in Pima County, Arizona, known as Valle Verde Del Norte, more parti-
cularly described as follows:

Lots 1 thru 100 of VALLE VERDE DEL NORTE, according
to Book 24 of Maps and Plats at Page 21 as
recorded in the Office of the Pima County Recorder,
Pima County, Arizona.

does hereby establish the following Amendment to the Declaration
of Restrictions for Valle Verde Del Norte, hereinafter referred to as
Declaration, recorded
with the County Recorder of Pima County, Arizona, in Book 4685,
at pages 71-76, inclusive, to bind the present owner, and the res-
pective successor in interest of the present owner thereof. The
following shall be incorporated by this reference in said Declaration
as though fully set forth therein, and shall be designated as Paragraphs
14, 15 and 16, to wit:

14. Any cooperative action necessary or appropriate to
the proper maintenance and upkeep of the cooperative water system
servicing the subdivision shall be taken through the Valle Verde
Del Norte Water Cooperative, Inc., a corporation organized under
the laws of the State of Arizona. Until such time as eighty (80)
lots of Valle Verde Del Norte have been conveyed by the Declarant

7459 665

*re-recorded to correct the
legal description.*

~~5681~~ ~~0836~~
PAGE

to the purchaser(s) thereof, or sooner if so determined by Declarant, or Declarant's authorized representative, all rights, discretion, power and authority granted to the members, directors and officers of Valle Verde Del Norte Water Cooperative, Inc., shall belong to Declarant, or Declarant's authorized representative. Notwithstanding the preceding sentence, upon the sale of any lot within Valle Verde Del Norte Subdivision by Declarant, the obligations of each owner of each lot sold therein respecting Valle Verde Del Norte Water Cooperative, Inc., shall be as follows:

- a. One (1) Certificate of Membership in Valle Verde Del Norte Water Cooperative, Inc., shall be issued to the Owner of record of each lot. The term "Owner of record" shall include a purchaser having a right to possession under a recorded agreement of sale. In the event any such lot is owned by two or more persons, a single Certificate of Membership shall be issued in the names of all and they shall designate to Valle Verde Del Norte Water Cooperative, Inc., in writing, one of the number who shall have the power to vote said Certificate of Membership. No Certificate of Membership shall be issued to any other person, persons or other legal entity.
- b. Valle Verde Del Norte Water Cooperative, Inc., shall maintain and otherwise manage the cooperative water system in said subdivision and shall pay all real estate and property taxes which shall be assessed against and levied upon said lands and property.
- c. The Owners of record of each lot in the subdivision shall pay to the Valle Verde Del Norte Water Cooperative, Inc., within ten (10) days of receipt of invoice, each Owner's pro rata share of the actual costs to Valle Verde Del Norte Water Cooperative, Inc., of all costs for repair, maintenance, and payment of taxes as required by paragraph b., above, and all other costs incidental to the operation of the cooperative water system, including a contingency reserve fund. Dues and assessments to satisfy this paragraph c. shall be regulated as provided for in the Articles of Incorporation and By-laws of Valle Verde Del Norte Water Cooperative, Inc..

Invoices may be submitted monthly or at such other interval as may be fixed from time to time by the Valle Verde Del Norte Water Cooperative, Inc.. In the event any such invoice is not paid within thirty (30) days the same is deposited in the United States mails addressed to such lot Owners, the amount of such invoice shall be and become a lien on the said lot upon Valle Verde Del

Norte Water Cooperative, Inc.'s causing to be filed in the office of the Recorder of Pima County an Affidavit of Non-Payment of such invoice in the form of a Material-man's Lien and posting a copy of same upon said lot within ninety (90) days from the date of mailing of such invoice. Such lien shall be foreclosed in the manner provided for by Arizona law for the foreclosure of Material-man's Lien.

d. The Certificate of Membership in the Valle Verde Del Norte Water Cooperative, Inc., held by any Owner of a lot in said subdivision shall not be transferred, pledged, or alienated in any way except upon the sale of any such lot and then only to the purchaser of said lot. Any attempt to make a prohibitive transfer is void and will not be reflected upon the books of the Valle Verde Del Norte Water Cooperative, Inc.. In the event the Owner of any lot should fail or refuse to transfer the Certificate of Membership registered in his or her name to the purchaser of such lot, Valle Verde Del Norte Water Cooperative, Inc., shall have the right to record the transfer upon the books of the corporation and issue a new Certificate of Membership to the purchaser and thereupon the old Certificate of Membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

e. Owner's rights and privileges of membership in the Valle Verde Del Norte Water Cooperative, Inc., shall be exercised and may be suspended as provided in the Articles of Incorporation and the By-laws of Valle Verde Del Norte Water Cooperative, Inc..

f. Upon application by the Owner or Owners of a portion or portions of the property described in Exhibit "A", attached hereto and made a part hereof, for water service from Valle Verde Del Norte Water Cooperative, Inc., said Cooperative shall supply water to said Owner or Owners provided that the individual Owner or Owners making application agree to be bound by the terms of this Amended Declaration, as it pertains to Valle Verde Del Norte Water Cooperative, Inc., the Articles of Incorporation and By-laws of Valle Verde Del Norte Water Cooperative, Inc.. Upon said Applicant agreeing to be so bound, they shall become members of Valle Verde Del Norte Water Cooperative, Inc., and shall be issued a Membership Certificate therein, and shall enjoy all the rights thereto and be subject to all the obligations attendant upon said membership.

15. Joseph R. Cesare is hereby appointed by Declarant to be its authorized representative to execute any and all waivers, authorizations, consents or approvals required of Declarant as set forth in this Declaration. Further, Declarant hereby appoints Joseph R. Cesare its authorized representative to, at any time,

rescind, alter or modify this Declaration as he may deem necessary,
or to act for or on behalf of Declarant where herein provided.

16. Notwithstanding the provisions of Paragraph 6 of this
Declaration, horses shall be allowed on Lots 76, 88, 98,
99 and 100, subject to the prior approval of Declarant, or Declarant's
authorized representative of the plans and specifications showing
the location and type of construction of any enclosure constructed
for the containment of said horses.

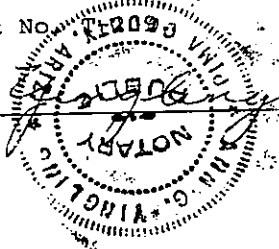
TITLE SECURITY AGENCY OF ARIZONA,
as Trustee under Trust No. T-209

By William S. Boughton
Trust Officer

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

SUBSCRIBED AND SWORN to before me this 27 day of December
1977, by William S. Boughton, as Trust Officer of TITLE
SECURITY AGENCY OF ARIZONA, as Trustee under Trust No.

Ann G. [Signature]
Notary Public



My Commission Expires:
My Commission Expires July 23, 1981

RATIFIED AND APPROVED:

Joseph R. Cesare
Joseph R. Cesare, as agent and
spokesman for Continental Service
Corporation, as Trustee under
Trust No. 27,678, formerly
known as Transamerica Title
Company, as Trustee under Trust
No. 27,678, successor to Transamerica
Title Company, as Trustee under
Trust #27,292

-4-

STATE OF ARIZONA
COUNTY OF PIMA
Witness my hand and official seal.
Indexed 7459
7459
668

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

IDA MAE SMYTH

County Recorded

By Christina M. [Signature]
Deputy

No.

Book 5681 Page 836-839

Date: DEC 28 1977 - 2 10 PM

Request of: Broadway Realty

Fee: 3.00

5681 PART 0839

Mail 4

121385

The following real property situated in Pima County, Arizona, described as follows:

All that portion of Valle Verde del Norte as recorded in Book 24 at Page 21 of Maps and Plats, Pima County, Arizona more accurately described as follows:

Beginning at the northeast corner of Lot 41, said point being the true point of beginning;

Thence South 89 degrees 37'29" East a distance of 1,118.20 feet to a point, said point being on the west right-of-way of Avenida De Augusto;

Thence South 01 degree 33' 07" East a distance of 174.93 feet to a point of curvature.

Thence southwesterly along a curve concave to the northwest with a radius of 25.00 feet and an interior angle of 91 degrees 55' 38" a distance of 40.11 feet to a point of tangency, said point being on the north right-of-way of Calle De Marzo;

Thence north 89 degrees 37' 29" West a distance of 1,099.09 feet to a point;

Thence North 00 degrees 22' 31" East a distance of 200.67 feet to the True point of Beginning.

EXHIBIT "A"

9957

RICHARD J. KENNEDY, COUNTY RECORDER	
RECORDED IN PIMA COUNTY, AZ.	
JAN 28 '85 - 2 00 PM	
FEE \$ 5.00	DKT 7459 PG 65-669
REQ. Broadway Realty &	
BY: ELS	Trust

7459

669

1249
 4685 Page 71-76
 1974 JAN 13 AM 8 56
 TRANSAMERICA TITLE INSURANCE COMPANY
 Fee: 250.00

NAME OF ANTONI	NAME OF TRUST	NAME OF TRUSTEE
COUNTY OF PIMA	BOOK	PAGE

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That JOSEPH R. CESARE, as agent for, and on behalf of, the beneficial owners of Transamerica Title Company Trust 27,292, hereinafter referred to as DECLARANT, as present owner of the beneficial interest in Transamerica Title Company Trust 27,292, being properly authorized so to act by the terms of the Trust, and Transamerica Title Company, an Arizona corporation, as Trustee hereunder, hereinafter referred to as Trustee, solely as bare legal title holder and not personally, and acting at the proper direction of said Beneficiaries - DECLARANT executes this Declaration of Restrictions to run with the real property hereinafter described, for the purposes as hereinafter set forth;

The undersigned, being the owner of all that certain tract of land situated in the County of Pima, State of Arizona, described as follows, to wit:

Lots 1 thru 100 of VALLE VERDE DEL NORTE, according to Book 24 of Maps and Plats at Pages 21-24, as recorded in the Office of the Pima County Recorder, Pima County, Arizona.

has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations, and restrictions is and all are for the benefit of each owner of land in such subdivision, or any interest therein,

and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, to wit:

1. No structure shall be erected, altered, placed, or permitted to remain on any of said lots or portions or lots which are meant for other than use as a family dwelling, together with a guest house or maids quarters or other customary outbuildings.

2. No residential building site shall be used for business, nor any activities of an offensive nature, nor any activities creating a noxious odor; except the DECLARANT or a Contractor may use any number of lots necessary for a construction yard, sample houses and offices, while engaged in the construction and sale of houses.

3. It is expressly understood and agreed that Valle Verde Del Norte has been platted and laid out as a choice and attractive residential district, and that these covenants 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 December 1, 2000, at which time they will terminate, except that these restrictions shall not be binding upon DECLARANT, and that said DECLARANT reserves the right to, at any time, rescind, alter or modify these restrictions as it may deem necessary.

4. FLOOR AREA. All residences, exclusive of garages and outbuildings shall have a floor area of not less than 900 square

feet, exclusive of porches, terraces, carports and side steps.

5. CONSTRUCTION PERIOD. All buildings must be completed within a period of one year from the date of commencement of construction, barring strikes, riots, civil commotion, government regulations or conditions beyond the control of man.

6. ANIMALS. No cattle, horses, burros, sheep, goats, rabbits, pigs, poultry or other livestock or fowl shall be kept or permitted upon said property. This paragraph shall not be construed, however, as prohibiting or in any manner interfering with keeping of household pet animals upon said property. The provisions of this paragraph relating to horses may be waived from time to time by the DECLARANT on an individual lot or lots basis.

7. NATIVE GROWTH. The native growth on the property shall not be permitted to be destroyed or removed except as may be necessary in the construction of the foundations, patio walls, driveways, etc., for homes on the subject lots.

8. APPROVAL OF PLANS. All plans for the construction of any building, fence, wall, or structure to be erected upon any lot, and the proposed location thereof upon any lot, shall require the approval in writing of the DECLARANT. Before beginning the construction of any building, fence, wall coping, or other structure whatsoever, the person or persons desiring to construct same shall submit to the DECLARANT, at no cost to DECLARANT, two complete sets of building plans and specifications for the building, fence, wall coping, or other structure, as is applicable, so desired to be constructed. No structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the DECLARANT, and which does not comply fully with such approved plans and specification, shall be erected, constructed, placed, or maintained

upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications prior to the beginning of construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the DECLARANT. The DECLARANT shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

9. CONSTRUCTION REQUIREMENTS. Each private dwelling house erected upon any such lot shall be constructed of stucco masonry or burnt adobe or clay brick or part redwood and other materials as shall be approved in writing by DECLARANT, with either a gravel, shake, or mission tile roof, or such other materials as are approved by the DECLARANT.

10. NUISANCES. No lot shall be used in whole or in part for the storeage 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.

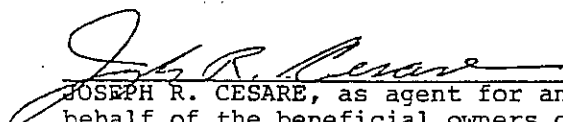
11. SIGNS. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, affixed to mail boxes shall however, be permitted. No other sign of any kind or design shall be allowed. The provisions of this paragraph may be waived by the DECLARANT, when in his discretion the same is necessary to promote the sale of property in and the development of the subdivision area. Nothing herein shall

be construed to prevent the DECLARANT from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by him for the developing of the subdivision.

12. If any person shall violate or attempt to violate any of said restrictions or covenants herein before December 1, 2000, any other persons owning any other lots in said development or subdivision may 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 so or to recover damages for such violation.

13. Any violation of the foregoing provisions, conditions, restrictions or covenants 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 or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained, occurring after the acquisition of said property through foreclosure or by deed in lieu of foreclosure.

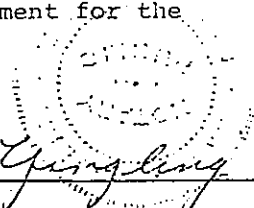
IN WITNESS WHEREOF, the undersigned has executed these presents this 16 day of January, 1974.


JOSEPH R. CESARE, as agent for and on
behalf of the beneficial owners of
Transamerica Title Company Trust 27,292

BOOK 4685 PAGE 75

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

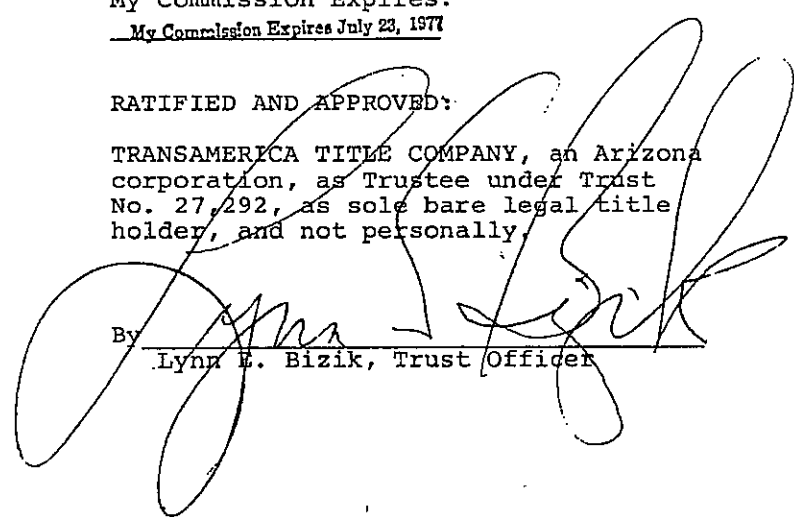
This instrument was acknowledged before me this 16 day of January, 1974, by JOSEPH R. CESARE, who acknowledged himself to be the agent for the beneficial owners of Transamerica Title Company Trust 27,292, and that he, as such agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained.


Ann H. Gering
Notary Public

My Commission Expires:
My Commission Expires July 23, 1977

RATIFIED AND APPROVED:

TRANSAMERICA TITLE COMPANY, an Arizona corporation, as Trustee under Trust No. 27,292, as sole bare legal title holder, and not personally,


By Lynn E. Bizik, Trust Officer

BOOK 4685 PAGE 76