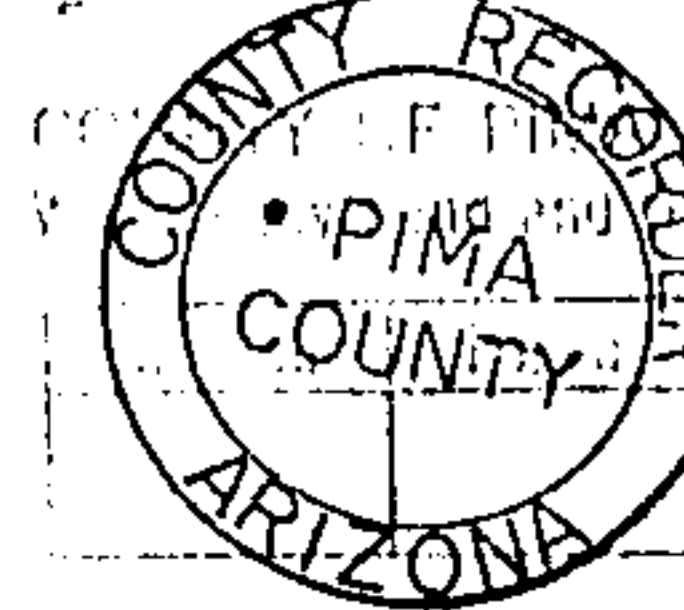


STATE OF ARIZONA



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

No.

85989

Book

1377

Page

327-352

Date:

OCT 5 '76 - 12 50 AM

IDA MAE SMYTH

County Recorded

Request of:

Lester, Kimbhe,  
etal

DECLARATION OF ESTABLISHMENT  
OF CONDITIONS AND RESTRICTIONS OF

Fee:

12.00

SANTA CATALINA ESTATES

(Subdivision No. 1)

## KNOW ALL MEN BY THESE PRESENTS:

1. We, the undersigned, being the owners of fifty-one percent (51%) of the Lots within Santa Catalina Estates, (Subdivision No. 1) a subdivision of the West half of the Southwest Quarter of Section 6, Township 13 South, Range 14 East, G.&S.R.B.&M., Pima County, Arizona, according to the map of Plat of said subdivision of record in the office of the County Recorder of Pima County, Arizona, in Book 15, of Maps and Plats at Page 59 thereof, do hereby declare:
  - 1.1 That we hereby cancel and declare null and void all prior Declarations of Establishment of Conditions and Restrictions of Santa Catalina Estates, (Subdivision No. 1) and all amendments thereto, including but not limited to those recorded in Pima County Recorder's Office, Tucson, Arizona at Book 1749, Page 508; Book 1898, Pages 591-592; Book 1903, Page 21; Book 1947, Page 107-108; Book 2098, Page 274; Book 3754, Page 387 and Book 4029, Page 232, and do hereby declare as follows:
  - 1.2 That we have and do hereby establish a general plan for the improvement and development of Santa Catalina Estates, and do hereby establish the provisions, conditions, restrictions and covenants upon and subject to which all lots and portions of lots in Santa Catalina Estates, (Subdivision No. 1) which entire property is hereinafter referred to as "The Property," shall be used, improved, occupied, developed, sold or conveyed to the owners thereof. Each and all such provisions, conditions, restrictions and covenants are for the benefit of each owner of land in The Property, or any interest therein, and pass with each and every parcel or lot of The Property, and shall apply to and bind the undersigned and the present owner of each, all, and every lot or parcel in The Property and their successors in interest. These conditions, provisions, restrictions and covenants and each thereof are imposed upon The Property as servitudes in favor of each and every such parcel of land therein as the dominant tenement or tenements, as follows, to wit:

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3773 E. Broadway 85/116

- 2. Administrative and Procedural.
- 2.1 The Association.
- 2.101. Supervision of compliance with the provisions, conditions, restrictions and covenants contained in this Declaration is the responsibility of The Santa Catalina Estates Property Owners Association, Inc., an Arizona corporation, hereinafter referred to as "The Association," which has been assigned this responsibility by the successors to the original Trustees.
- 2.102. Membership in The Association is automatically granted to all owners of lots in The Property. Participating membership is attained by the payment of annual dues, the amount of which is set by The Association from time to time.
- 2.103. Only paid-up members may vote on Association matters, except that amendments or modifications to this Declaration may be voted on by any property owner. On Association matters other than amendments or modifications to this Declaration, every paid-up member is entitled to one vote, regardless of the number of lots he may own; joint owners have one vote between or among them.
- 2.104. The Association will operate in accordance with and be governed by this Declaration and by its own Bylaws and/or Articles of Incorporation.
- 2.2. The Architect and the Architectural Committee.
- 2.201. The Board of Directors of The Association will from time to time appoint an architect, hereinafter referred to as The Architect.
- 2.202. Before beginning the construction of, or remodeling or reconstructing or altering any major building (residence, garage, guest house or servants' quarters) or swimming pool on any lot, the person or persons desiring to erect or construct or modify will submit to The Architect two complete sets of plans and specifications, including exterior color schemes, for the building or swimming pool which he or they desire to erect or modify. No major building, or swimming pool, the plans and specifications of which have not received The Architect's approval in writing or which does not comply fully with plans and specifications approved by The Architect, will be erected, placed or maintained upon any lot.

- 2.203. All plans and specifications submitted to The Architect for his approval will be accompanied by payment of The Architect's fee.
- 2.204. The Board of Directors of the Association will maintain and will publish from time to time a schedule of fees charged by The Architect for the types of plans he may be called upon to approve.
- 2.205. The Architect will, within fifteen (15) days of receipt by him of plans and specifications, make known his approval or disapproval by endorsing in writing both copies of the plans and specifications and returning one set to the owner or owners of the lot upon which the prospective building or swimming pool is to be erected or modified, or to the agent or representative of such owner or owners.
- 2.206. In cases where no fee payment accompanies the plans and specifications The Architect will, within five (5) days of receipt by him of the plans and specifications, return both sets, without action, notifying the submitter of the reason for such return. Upon resubmission of the plans and specifications with fee payment, the provisions of paragraph 2.205 above will apply.
- 2.207. The Architect will maintain for a reasonable period of time one set of all plans and specifications approved or disapproved by him, as evidenced by his written endorsement on said plans and specifications.
- 2.208. The Board of Directors of The Association will also appoint a standing committee to be known as The Architectural Committee.
- 2.209. Before beginning the construction of, or remodeling or reconstructing or altering of any fence, wall, coping, driveway or private road, or any structure other than as specified in paragraph 2.202 of this Declaration, the person or persons desiring to erect or construct or modify will submit to The Architectural Committee two complete plans describing the location, course and width of any driveway or private road, or two complete sets of plans and specifications, including material to be used and exterior color scheme, of the fence, wall, coping or structure which they desire to erect or modify. If sufficiently detailed and complete, these descriptions, plans and specifications need not have been professionally



prepared. No fence, wall, coping or structure, the plans and specifications of which have not received the Architectural Committee's approval in writing, or which does not comply fully with plans and specifications approved by The Architectural Committee will be erected, placed or maintained on any lot. This paragraph applies to all types of exterior antennas except that television receiving antennas complying with the provisions of paragraph 4.802 of this Declaration will not require approval.

- 2.210. Should the Architectural Committee not feel competent to make a judgment on plans or specifications submitted to it, they will be returned to the sender, and he will be advised to submit them to The Architect, following the procedures set forth in paragraphs 2.202 through 2.207 of this Declaration.
- 2.211. The Architectural Committee will, within fifteen (15) days of receipt by it of plans and specifications, make known its approval or disapproval by the endorsement by the Committee Chairman or other member, in writing, on both copies of the plans and specifications and the return of one set to the owner or owners of the lot upon which the prospective construction or modification is to take place, or to the agent or representative of such owner or owners.
- 2.212. The Architectural Committee will maintain for a reasonable period of time one set of all plans and specifications approved or disapproved by it.
- 2.213. The Architect and The Architectural Committee have the right and privilege to disapprove any and all plans and specifications submitted to them as aforesaid for any one or more of the following reasons:
- 2.2131. Plans and specifications are not in accord with each and every provision of this Declaration or any subsequent amendments thereto;
- 2.2132. The Architect or The Architectural Committee holds the opinion that the architectural design of the proposed structure as shown by the submitted plans and specifications, including materials to be used and exterior color schemes, will result in a structure not in harmony with general surroundings or with adjacent buildings and structures in appearance, quality, or durability;
- 2.2133. The plans and specifications are incomplete or in insufficient detail.

- 2.214. No changes in or deviations from approved plans and specifications will be made without the written approval of the Architect or The Architectural Committee being first obtained.
- 2.215. The Architect and The Architectural Committee will report to the Board of Directors of The Association and will notify said Board of all approvals and disapprovals.
- 2.216. Decisions by The Architect and The Architectural Committee may be appealed to the Board of Directors of The Association. Decisions by the Board of Directors of The Association will be final and will be in writing.
- 2.217. The Architect, The Architectural Committee, the Board of Directors of The Association, The Association, and successors or assigns of any of the foregoing, are not responsible for any structural defects in plans or specifications submitted to The Architect or The Architectural Committee, nor in any building or structure erected according to such plans and specifications.
- 2.3. Breaches and Violations.
- 2.301. Notice of any known or suspected breach or violation of any part of this Declaration may be made, in writing, to the Board of Directors of The Association, or to any member thereof, by any owner of any lot within The Property.
- 2.302. Upon receipt of such complaint, the Board of Directors will make, or cause to be made, an investigation of the alleged breach or violation. If the complaint is found to be valid, the Board of Directors, through its President or Secretary, will request the owner of the lot upon which the breach or violation has occurred, in writing, to discontinue such violation or to otherwise correct such breach within thirty (30) days of receipt of such request.
- 2.303. If, after thirty (30) days have expired, the violation or breach continues, the Board of Directors, acting for The Association, may apply to any court having jurisdiction for an injunction or any other proper relief. If such relief be granted, the defending lot owner in such action shall be liable for reasonable expenses in prosecuting the suit, including attorney's fees.

- 2.304. The amount of any such money judgment rendered will constitute a lien upon the lot or lots upon which the breach or violation has been found to have occurred, which lien may be foreclosed in the manner provided for foreclosure of realty mortgages under Arizona statutes.
- 2.305. The breach of any part of this Declaration will 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 The Property, but each and every part of the Declaration 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.
- 2.306. No delay or omission on the part of the undersigned, the Board of Directors of The Association, The Association, or any lot owner in exercising any right, power or remedy herein provided, in the event of a breach or violation of any part of this Declaration, shall be construed as a waiver thereof or acquiescence in the breach or violation. No right of action will accrue nor will any action be brought or maintained by anyone whatsoever against the undersigned, the Board of Directors of The Association, The Association, or any lot owners on account of their failure to take action on a violation or breach of any part of this Declaration, or for imposing within this Declaration any provision, restriction, or covenant which may be unenforceable.
- 2.4. Contrary Jurisdictions, Judgments or Decrees.
- 2.401. The Property shall be subject to any and all rights and privileges which the City of Tucson, or Pima County, Arizona, may have acquired through dedication or the filing or recording of maps and plots of The Property, as authorized by law.
- 2.402. In the event that any part of this Declaration should conflict with any zoning law or ordinance of any public body having jurisdiction, the more restrictive condition, restriction, privilege, ordinance or statute will control.
- 2.403. In the event that any part of this Declaration be declared, for any reason, by a court of competent jurisdiction to be null and void, such judgment shall not in any manner whatsoever affect, modify, change,



abrogate or nullify any part of this Declaration not so expressly held to be void. All the remaining parts of this Declaration not so declared to be void will continue unimpaired and in force and effect.

2.5. Nomenclature.

2.501. Reference in this Declaration to a person of male sex shall include one of female sex.

2.502. Reference in this Declaration to a natural person shall include a corporation, partnership or association.

2.503. Reference in this Declaration to one person shall include two or more persons, corporations, partnerships or associations whenever the intent of this instrument requires same for proper construction.

2.6. Duration.

2.601. The owners of fifty-one percent (51%) of the lots within The Property shall have the right at any time to modify this Declaration by changes which they deem beneficial to all the owners of lots in The Property.

2.602. All parts of this Declaration shall continue and remain in full force and effect at all times against the owner of any lot within The Property, however his title may have been acquired, and all parts shall be covenants running with the land, until January 1, 2000, at which time the Declaration will be automatically extended for successive periods of ten (10) years, unless by the vote of the then owners of fifty-one percent (51%) of the lots within The Property it is agreed to change the Declaration in whole or in part.

3. Construction.

3.1. Buildings.

3.101. No improvement or structure whatever, other than one first-class private dwelling house, patio walls, swimming pool, and other customary outbuildings including but not limited to a garage, carport, servants' quarters or guest house, may be erected, placed, or maintained on any lot in The Property.

3.102. Every first-class dwelling house on which construction is begun after the effective date of this Declaration shall contain not less than 2000 square feet of

living area, exclusive of porches, breezeways, roof overhangs, garages and outbuildings. This provision may be waived by The Architect with the approval of the Board of Directors of The Association.

- 3.103. Every first-class dwelling house, including garage, guest house, servants' quarters, patio wall and customary outbuildings shall be constructed of stuccoed masonry (including slump block) or burnt adobe, or stone, or clay brick, or such other exterior building materials as shall be approved specifically by The Architect or The Architectural Committee, as appropriate.
- 3.104. No roof may have exposed tarpaper. Roofing material must be specifically approved by The Architect.
- 3.105. Solar energy arrays and evaporative or refrigerative coolers may be placed on a roof only if surrounded by parapets or screening, or otherwise rendered unobtrusive and inoffensive, and may be kept on a roof only if such conditions continue to be met.
- 3.106. No temporary dwelling house, garage, or other structure shall be placed or erected on any lot.
- 3.107. Construction of any structure, once begun, will be completed with all reasonable speed.
- 3.2. Location on Lot.
- 3.201. Every dwelling house, garage, or other structure other than a wall, fence, or hedge, on which construction is begun after the effective date of this Declaration, shall be placed at least thirty (30) feet from any front property line, at least twenty-five (25) feet from any side lot line, and at least forty (40) feet from any rear lot line.
- 3.202. No fence, wall, hedge or coping exceeding six (6) feet in height may be erected on any lot, and no wall, hedge, fence or coping which extends forward of the prescribed street setback lines shall be constructed, maintained, or permitted to grow to a height exceeding four (4) feet.
- 3.203. In cases where the lot is so located, or its shape or contour is such as to justify it, The Architectural Committee may modify the setback lines and may also waive the height limitations.



3.3. Flood Waters.

3.301. No building, wall, fence or other structure shall be so constructed as to obstruct or divert the natural course of flood waters, except by written agreement with the person or persons upon whose property said flood waters would be diverted.

3.302. The casting of surface or other waters upon adjoining properties is likewise prohibited.

4. Restrictions on Use.

4.1. Purpose.

4.101. The Property shall be used for private residential purposes. No building or structure intended for business purposes, and no apartment house, rooming house, hotel, restaurant, hospital, sanatorium, clinic or doctor's office will be erected, placed, permitted or maintained, and no building may be adapted for such purposes, on The Property or any part of it.

4.102. No derrick or other structure designed for use in boring for oil or natural gas shall be placed or permitted upon any part of The Property, nor shall any oil, natural gas, petroleum, asphaltum, or hydro-carbon product be produced or extracted.

4.2. Leasing.

4.201. Owners of a lot with a private dwelling house thereon may lease said premises only to a head of family or other responsible adult, but said dwelling may be occupied under the terms of said lease by not more than a single family unit, or by not more than two individual persons, if unmarried.

4.202. Servants' quarters, guest houses and other outbuildings may not be leased separately from lease of a private dwelling house.

4.203. Owners of a lot containing a leased house remain responsible for compliance with all provisions of this Declaration.

4.3. Vegetation.

4.301. Except for such native growth as it may be necessary to remove for the construction and maintenance of roads, driveways, dwelling houses and other permitted structures, no native growth, including cacti and

palo verde trees, may be destroyed or removed.

- 4.302. Bermuda grass may not be grown on any lot unless it is of the hybrid, nonpollenating, nonallergenic variety.
- 4.4. Animals.
- 4.401. No stable, corral, barn or similar structure shall be erected on any lot, and no horse, mule, burro or like equine animal, and no cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be kept, maintained or allowed to graze on any lot.
- 4.402. Pets of the customary household variety, including birds, may be kept, provided that owners of same accept the right of The Association, its agents, successors or assigns to order removal from any lots, or appropriate restraint of, pets which may be objectionable or which constitute a hazard or nuisance. In such cases the procedures set forth in paragraphs 2.301 through 2.303 of this Declaration will be followed.
- 4.5. Concealment.
- 4.501. All of the following, if kept on any lot, must be concealed, or screened, or otherwise rendered unobtrusive and inoffensive when viewed from neighboring lots or streets:
- 4.5011. Tanks for the storage of gas, fuel oil, gasoline or oil.
- 4.5012. Clothes lines, garbage cans, service yards, equipment, wood piles and storage piles.
- 4.5013. Commercial vehicles unless used for daily transportation and then only if three-quarter-ton or less, construction or like equipment, mobile or stationary trailers, boats, campers and motor homes.
- 4.5014. Utility items, such as evaporative or refrigerative coolers, swimming pool filters, pumps, and heaters, gas, electric and water meters.
- 4.6. Signs.
- 4.601. No billboards or signs of any character except as hereinafter described may be erected, placed, permitted, or maintained on any building or any lot within The Property.

- 4.602. Small name plates are permitted.
- 4.603. "For Sale" signs, no larger than those normally used by realtors for the selling of homes, are permitted, but may be placed only on the property being offered for sale.
- 4.7. Occupancy.
- 4.701. No residence shall be occupied while it is in the course of construction, nor when completed shall any residence be occupied until it is made to comply with approved plans and specifications, nor until an occupancy permit has been granted.
- 4.8. Other Conditions and Restrictions.
- 4.801. All electric and telephone lines, from the utility company lines to the dwelling house or other structures on the lot, shall be placed underground.
- 4.802. Exterior television antennas are permitted provided the height does not exceed the minimum required for satisfactory local reception. No commercial broadcasting installation shall be erected. Antennas for the Citizens' Radio Service and the Amateur Radio Service shall be no higher than necessary for satisfactory reception and transmission of radio signals and shall be in compliance with all applicable government regulations and preferably will be of the type that can be lowered when not in use. All radio transmissions shall be in strict compliance with the rules and regulations of the Federal Communications Commission.
- 4.803. No lot will be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any material or thing that will cause the lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor will any substance, material or thing 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 be kept on any lot.
- 4.804. The Board of Directors of The Association may permit the utilization of two or more adjoining lots, or portions thereof, within the subdivision for the purpose of creating a single building site, provided that such combination of lots shall thereafter be deemed a single lot for the purposes of these condi-



tions and restrictions, and further shall be not less than 36,000 square feet in area. The decision of the Board shall be final and in writing.

5. Execution of this Declaration.

- 5.1. This instrument may be signed in counterparts, and the execution of any such counterpart shall be considered execution of the original, notwithstanding the fact that all parties are not signatory to the original of the same counterpart.
- 5.2. This instrument shall be deemed effective at such time as the owners of fifty-one percent (51%) of the lots, as herein defined, shall have placed their signatures on this original Declaration or a counterpart thereof.
- 5.3. IN WITNESS WHEREOF, the undersigned, each being an owner of or having an interest in one or more lots within The Property, and deeming it in the best interest of all owners of lots within The Property, have executed this document on the date appearing opposite their individual signatures and further shown in the acknowledgement of their individual signatures.

William L. Faulk  
Husband

Lucy H. Faulk  
Wife

who are the owners of Lot(s) # 60 in Santa Catalina Estates, Subdivision No. 1, Pima County, Arizona.

State of Arizona )  
County of Pima ) ss.

April This instrument was acknowledged before me this 14<sup>th</sup> day of March, 1976, by William L. & Lucy H. Faulk husband and wife.

My commission expires:  
March 18, 1978

(Seal)

Mary Keag  
Notary Public

Kenneth G. Macleish  
Husband

Alice D. Macleish  
Wife

who are the owners of Lot (s) # 42 in Santa Catalina Estates, Subdivision No. 1, Pima County, Arizona.

State of Ariz )  
County of Pima ) ss.

April This instrument was acknowledged before me this 14<sup>th</sup> day of March, 1976, by Kenneth G. & Alice D. Macleish husband and wife.

My commission expires:  
March 18, 1978

(Seal)

Mary Keag  
Notary Public

George Anastopoulos  
Husband

Katrina Anastopoulos  
Wife

who are the owners of Lot(s) 5 in Santa Catalina Estates, Subdivision No. 1, Pima County, Arizona.

State of Ariz )  
County of Pima ) ss.

April This instrument was acknowledged before me this 14<sup>th</sup> day of March, 1976, by George & Katrina Anastopoulos husband and wife.

My commission expires:  
March 18, 1978

(Seal)

5371 PAGE 339 Mary Keag  
Notary Public

Joseph Sobrislo  
Husband

Joan Sobrislo  
Wife

who are the owners of Lot(s) 6.2 in Santa Catalina Estates, Subdivision No. 1, Pima County, Arizona.

State of Arizona )  
County of Pima ) ss.

April This instrument was acknowledged before me this 14<sup>th</sup> day of March, 1976, by Joseph & Joan Sobrislo, husband and wife.

My commission expires:  
March 18, 1978

(Seal)

Daniel L. Trach  
Husband

Mary Keag  
Notary Public

Chela M. Trach  
Wife

who are the owners of Lot (s) 64 in Santa Catalina Estates, Subdivision No. 1, Pima County, Arizona.

State of Ariz )  
County of Pima ) ss.

April This instrument was acknowledged before me this 14<sup>th</sup> day of March, 1976, by Daniel L & Chela M Trach husband and wife.

My commission expires:  
March 18, 1978

(Seal)

Robert C. Keag  
Husband

Mary Keag  
Notary Public

Mary C. Keag  
Wife

who are the owners of Lot(s) 7 in Santa Catalina Estates, Subdivision No. 1, Pima County, Arizona.

State of Ariz )  
County of Pima ) ss.

This instrument was acknowledged before me this 14 day of April, 1976, by Robert & Mary Keag, husband and wife.

My commission expires:  
March 18, 1978

(Seal)

5371 PAGE 340

Katherine Sample  
Notary Public





Ray L. Ringle  
Husband

Marilyn M. Ringle  
Wife

who are the owners of Lot(A) 61 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of Arizona )  
County of Pima ) ss.

This instrument was acknowledged before me this 23rd day of  
May, 1976, by Ray L. & Marilyn M. Ringle, husband and wife.

My commission expires:  
My Commission Expires March 18, 1978

Mary Keag  
Notary Public

(Seal)

Ruth P. Buckman  
~~Husband~~

~~Wife~~

who are the owners of Lot (A) 39 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of Arizona )  
County of Pima ) ss.

This instrument was acknowledged before me this 27th day of  
May, 1976, by Ruth P. Buckman, husband and wife.

My commission expires:  
March 18, 1978

Mary Keag  
Notary Public

(Seal)

C. Ellsworth  
Husband

Evelyn Hanson  
Wife

who are the owners of Lot(A) 68 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of Arizona )  
County of Pima ) ss.

This instrument was acknowledged before me this 1st day of  
June, 1976, by C. Ellsworth & Evelyn Hanson, husband and wife.

My commission expires:  
March 18, 1978

5371 PAGE 341

Mary Keag  
Notary Public

(Seal)

Martha J. Wolford  
~~Signature~~

who are the owners of Lot(s) 44 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of ARIZONA )  
 ) ss.  
County of PIMA )

This instrument was acknowledged before me this 19th day of  
May, 1976, by Martha J. Wolford, husband and wife.

My commission expires:  
My Commission Expires March 18, 1978

(Seal)

Mary Keag  
Notary Public

Nancy H. Snyder  
~~Signature~~

who are the owners of Lot (s) 10 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of ARIZONA )  
 ) ss.  
County of PIMA )

This instrument was acknowledged before me this 19th day of  
May, 1976, by Nancy H. Snyder, husband and wife.

My commission expires:  
My Commission Expires March 18, 1978

(Seal)

Mary Keag  
Notary Public

Eugenio L. Revilla  
Husband

Graciela L. Revilla  
Wife

who are the owners of Lot(s) 29 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of ARIZONA )  
 ) ss.  
County of PIMA )

This instrument was acknowledged before me this 20th day of  
May, 1976, by Eugenio & Graciela L. Revilla, husband and wife.

My commission expires:  
My Commission Expires March 18, 1978

(Seal)

5371 PAGE 342

Mary Keag  
Notary Public

Maurice M. Stern  
Husband

Barbara T. Stern  
Wife

who are the owners of Lot(s) 13 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of Arizona )  
County of Pima ) ss.

This instrument was acknowledged before me this 10th day of  
May, 1976, by Maurice M. Stern Barbara T. Stern husband and wife.

My commission expires:  
My Commission Expires March 18, 1978

Mary Keag  
Notary Public

(Seal)

Grant Reed  
Husband

Joan S. Reed  
Wife

who are the owners of Lot (s) 12 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of Arizona )  
County of Pima ) ss.

This instrument was acknowledged before me this 10th day of  
May, 1976, by H. Grant & Joan S. Reed, husband and wife.

My commission expires:  
My Commission Expires March 18, 1978

Mary Keag  
Notary Public

(Seal)

John E. Klock  
Husband

Louise Klock  
Wife

who are the owners of Lot(s) 45 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of ARIZONA )  
County of PIMA ) ss.

This instrument was acknowledged before me this 19th day of  
May, 1976, by John E. & Louise Klock, husband and wife.

My commission expires:  
My Commission Expires March 18, 1978

5371 PAGE 343

Mary Keag  
Notary Public

(Seal)



Joseph M. Fillerup  
Husband

Mitzi S. Fillerup  
Wife

who are the owners of Lot(s) 30 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of ARIZ )  
County of Pima ) ss.

This instrument was acknowledged before me this 25 day of  
AUG, 1976, by JOSEPH M. & MITZI S. FILLERUP, husband and wife.

My commission expires:  
3 MAR 79

(Seal)

Hatter & Sample  
Notary Public

Russell O. Grina  
Husband

single  
Wife

who are the owners of Lot(s) 59 in Santa Catalina Estates, Subdivision  
No. 541, Pima County, Arizona.

State of ARIZ )  
County of Pima ) ss.

This instrument was acknowledged before me this 28 day of  
AUG, 1978, by RUSSELL O. GRINA, husband and wife.

My commission expires:  
3 MAR 79

(Seal)

Hatter & Sample  
Notary Public

Frank P. White  
Husband

Lorraine C. White  
Wife

who are the owners of Lot(s) 23 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of ARIZ )  
County of PIMA ) ss.

This instrument was acknowledged before me this 25 day of  
AUG, 1976, by FRANK P. & LORRAINE C. WHITE, husband and wife.

My commission expires:  
3 MAR 79

(Seal)

Hatter & Sample  
Notary Public

Norman R Zeller  
Husband

Rosemary M Zeller  
Wife

who are the owners of Lot(s) 47 in Santa Catalina Estates, Subdivision No. 1, Pima County, Arizona.

State of Ariz. )  
County of Pima ) ss.

April This instrument was acknowledged before me this 14th day of April, 1976, by Norman R + Rosemary Zeller, husband and wife.

My commission expires:  
March 18, 1978

Mary Kery  
Notary Public

(Seal)

Gordon R Dutt  
Husband

Frances S Dutt  
Wife

who are the owners of Lot (s) 31 + 32 in Santa Catalina Estates, Subdivision No. 1, Pima County, Arizona.

State of Ariz. )  
County of Pima ) ss.

This instrument was acknowledged before me this 14th day of April, 1976, by Gordon R + Frances S Dutt husband and wife.

My commission expires:  
March 18, 1978

Mary Kery  
Notary Public

(Seal)

William B Noel  
Husband

Gann Wood  
Wife

who are the owners of Lot(s) 25 in Santa Catalina Estates, Subdivision No. 1, Pima County, Arizona.

State of Ariz. )  
County of Pima ) ss.

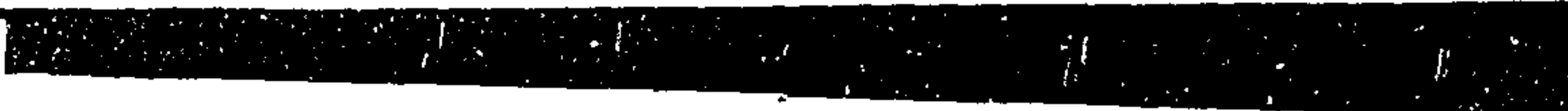
This instrument was acknowledged before me this 14th day of April, 1976, by William B + Gann Wood, husband and wife.

My commission expires:  
March 18, 1978

5371 PAGE 345

Mary Kery  
Notary Public

(Seal)



William H. Crew  
Husband

X Roselynn J. Crew  
Wife

who are the owners of Lot(s) 16 in Santa Catalina Estates, Subdivision No. 1, Pima County, Arizona.

State of Ariz. )  
County of Pima ) ss.

This instrument was acknowledged before me this 14<sup>th</sup> day of April, 1976, by William H. and Roselynn J. Crew, husband and wife.

My commission expires:  
March 18, 1978

(Seal)

Mary Keag  
Notary Public

Robert C. Kellogg  
Husband

Norma Kellogg  
Wife

who are the owners of Lot(s) 57 in Santa Catalina Estates, Subdivision No. 1, Pima County, Arizona.

State of Ariz. )  
County of Pima ) ss.

This instrument was acknowledged before me this 14<sup>th</sup> day of April, 1976, by Robert and Norma Kellogg, husband and wife.

My commission expires:  
March 18, 1978

(Seal)

Graham S. Miller  
Husband

Mary Keag  
Notary Public

X Mary W. Miller  
Wife

who are the owners of Lot(s) 26 in Santa Catalina Estates, Subdivision No. 1, Pima County, Arizona.

State of Ariz. )  
County of Pima ) ss.

This instrument was acknowledged before me this 14<sup>th</sup> day of April, 1976, by Graham & Mary Miller, husband and wife.

My commission expires:  
March 18, 1978

(Seal)

5371 PAGE 346

Mary Keag  
Notary Public





DATED this 14 day of April, 1976.

Temple S. Hume  
Husband

Edward A. Hume  
Wife

who are the owners of Lot(s) 22 in Santa Catalina Estates,  
Subdivision No. 1, Pima County, Arizona.

STATE OF Arizona )  
COUNTY OF Pima ) ss.

This instrument was acknowledged before me this 14<sup>th</sup> day of  
April, 1976, by Temple S. Hume and Edward A. Hume husband and wife.

Edna M. Hume  
Notary Public

My commission expires:

May 22, 1978

(Seal)

(Seal)

Fred Krivel  
Husband

Rosemary Krivel  
Wife

who are the owners of Lot(s) 51 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of Ariz. )  
County of Pima ) ss.

This instrument was acknowledged before me this 30th day of  
August, 1976, by Fred J. Krivel & Rosemary Krivel, husband and wife.

My commission expires:  
4/15/80

(Seal)

Janice M. Porter  
Notary Public

Louie D. Strubinger  
Husband

Juanita Strubinger  
Wife

who are the owners of Lot(s) 55 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of Ariz. )  
County of Pima ) ss.

This instrument was acknowledged before me this 30th day of  
August, 1976, by Louie D. Strubinger & Juanita Strubinger, husband and wife.

My commission expires:  
4/15/80

(Seal)

Janice M. Porter  
Notary Public

Carmen M. Herrera  
Husband Brother

Helena M. Herrera  
Wife Sister

who are the owners of Lot(A) 6 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of Arizona )  
County of Pima ) ss.

This instrument was acknowledged before me this 11th day of  
May, 1976, by Carmen M. Herrera  
Helena M. Herrera, husband and wife.

My commission expires:  
March 18, 1978

(Seal)

5371 PAGE 348

Mary Keag  
Notary Public

DATED this 13<sup>th</sup> day of April, 1976.

James Warren  
Husband

\_\_\_\_\_  
Wife

who are the owners of Lot(s) 15 in Santa Catalina Estates,  
Subdivision No. 1, Pima County, Arizona.

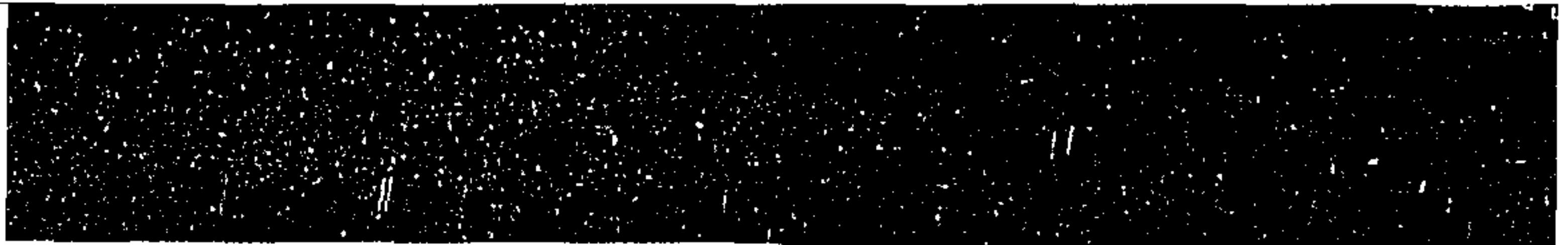
STATE OF Arizona )  
COUNTY OF Pima ) ss.

This instrument was acknowledged before me this 13<sup>th</sup> day of  
April, 1976, by C. James Warren, Jr. <sup>s/s</sup>, husband ~~and wife~~.

Marlene D. Lyden  
Notary Public

My commission expires:  
December 1, 1979.

(Seal)





Louis Alamo  
Husband

Josephine A. Alamo  
Wife

who are the owners of Lot(s) 56 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of Arizona )  
                                  ) ss.  
County of Pima )

This instrument was acknowledged before me this 1st day of  
June, 1976, by Louis + Josephine A. Alamo, husband and wife.

My commission expires:  
March 18, 1978

Mary Keag  
Notary Public

(Seal)

Curtis Swenberg  
Husband

Deane Swenberg  
Wife

who are the owners of Lot (s) 14 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of Arizona )  
                                  ) ss.  
County of Pima )

This instrument was acknowledged before me this 3rd day of  
June, 1976, by Curtis + Deane Swenberg, husband and wife.

My commission expires:  
March 18, 1978

Mary Keag  
Notary Public

Paul M. Drake  
Husband

Ellen L. Drake  
Wife

who are the owners of Lot(s) 137 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of ARIZ )  
                                  ) ss.  
County of Pima )

This instrument was acknowledged before me this 5 day of  
Sept, 1976, by PAUL M + ELLEN L. DRAKE, husband and wife.

My commission expires:  
Sept 79  
(Seal)

Katherine Samplel  
Notary Public

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Guillermo Camacho  
Husband

Josephine R. Camacho  
Wife

who are the owners of Lot(A) 43 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of Arizona )  
County of Pima ) ss.

(This instrument was acknowledged before me this 16<sup>th</sup> day of  
June, 1976, by Guillermo + Josephine R. Camacho husband and wife.

My commission expires:  
March 18, 1978

(Seal)

Mary Keag  
Notary Public

David W. Lang  
Husband

Ester Elva Lang  
Wife

who are the owners of Lot(s) 34 in Santa Catalina Estates, Subdivision  
No. 1, Pima County, Arizona.

State of ARIZ )  
County of PIMA ) ss.

This instrument was acknowledged before me this 26 day of  
May, 1976, by David W. Lang husband and wife.  
Ester Elva Lang

My commission expires:  
June 10<sup>th</sup> 1977

(Seal)

Jack Kline  
Notary Public

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who are the owners of Lot(s) \_\_\_\_\_ in Santa Catalina Estates, Subdivision  
No. \_\_\_\_\_, Pima County, Arizona.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 1976, by \_\_\_\_\_, husband and wife.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public