



Covenants, Conditions, and Restrictions (CCRs) for ARNOLD MANOR

Recorded by Pima County Recorder's Office in 1947

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

(73)

KNOW ALL MEN BY THESE PRESENTS:

That ARNOLD-REPP REALTY COMPANY, an Arizona corporation, hereinafter called the owner, is the owner in fee simple of those certain tracts of land known and referred to as follows:

DOUGLAS CIRCLE SUB-DIVISION described as follows:

The south half of the northwest quarter of the southeast quarter of the southwest quarter, EXCEPT the west 150 feet thereof and the north 30 feet thereof, in Section 10, Township 14 South of Range 14 East, S. & S. R. S. & M., Pima County, Arizona, according to the map and plat of said sub-division of record in the office of the County Recorder of Pima County in Book 8 of Maps and Plats at page 1 thereof.

ARNOLD MANOR SUB-DIVISION described as follows:

The north half of the northwest quarter of the southeast quarter of the southwest quarter of Section 10, Township 14 South of Range 14 East, S. & S. R. S. & M., Pima County, Arizona; EXCEPT the west 30 feet and EXCEPT the north 30 feet thereof and EXCEPT the south 30 feet thereof, according to the map and plat of said sub-division of record in the office of the County Recorder of Pima County, Arizona, in Book 7 of Maps and Plats at page 78 thereof.

Said owner does hereby establish a general plan for the improvement, development, ownership, use and sale

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of said property, and each and every part thereof, and does hereby establish the manner, conditions and covenants upon and subject to which said property, and each and every block and lot shown on said maps above referred to, shall be used, owned, sold and conveyed, and does declare that henceforth said property shall be used, owned, sold and conveyed subject to the restrictions, conditions and covenants herein set forth, which shall bind the present owners, their heirs, administrators, successors and assigns, and the successors in interest of said blocks and lots, all of which shall constitute a servitude in favor of each and every block and lot in said property. The restrictions, conditions, covenants and reservations hereinbefore mentioned, applying to said sub-divisions are as follows:

(1) All of said property, or any part or parcel thereof, shall be used for residential purposes only. No business of any nature shall be conducted on any part or parcel thereof; and no building or structure intended for, and adapted to, business purposes, and no apartment house, hotel, hospital, rest home, sanitarium and/or sanatorium, shall be erected, placed, permitted or maintained on any part or parcel of said property. Nothing herein contained shall be held to prevent the carrying on of the professional business of a physician or surgeon in one or more rooms of a private residence building which is constructed for and occupied as a private residence.

(2) No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any parcel or on any building erected thereon, other than reasonable signs relative to the sale or rent of parcels or buildings, or professional signs of physicians or surgeons. No sign of a physician or surgeon shall exceed a size of one square foot.

(3) No cattle, horses, sheep, hogs, rabbits, poultry or other livestock shall be kept or maintained upon any part or parcel of said premises. Nothing in this restriction shall be construed, however, as preventing, or in any way interfering with, the keeping of ordinary domestic pet animals.

(4) No part or parcel of said premises shall be sold, conveyed, rented, or leased, in whole or in part, to any person of African or Asiatic descent, or to any person not of the white or Caucasian race. No part or parcel of said premises shall be used or occupied, in whole or in part, by any person of African or Asiatic descent, or by any person not of the white or Caucasian race, except such persons as may be employed thereon as domestic servants by the owners or tenants of said property, or any part or parcel thereof.

(5) Only one private residence may be erected, placed, or maintained on any building parcel of said property. Not more than two additional outbuildings may be erected or maintained thereon for use as a garage or quarters for domestic or household servants employed by the occupants of the main residence, and the same shall not be occupied, used, or leased for any other purpose or purposes whatsoever. No sheet iron, or metal, garage or outbuilding may be erected, placed, or maintained on any building parcel, and no automobile trailers shall at any time be used as a residence, temporarily or permanently, on any building parcel.

(6) No temporary house, or tent, shall be erected, placed, or maintained on any building parcel. No residence or other building shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. No person shall reside in any garage erected on any building parcel during the construction of a private residence on said building parcel. The work of constructing any residence, or building, shall be prosecuted diligently and continuously from commencement until the same is completed.

(7) No main residence building shall be constructed or erected on any building parcel unless it costs at least, and is when constructed fairly worth (exclusive of a separate or detached garage or other outbuilding) the sum of five thousand dollars (\$5,000.00). The ground floor area of any main residence building, exclusive of one-story open porches and garage, shall be not less than one thousand (1,000) square feet. No building shall be more than one (1) story in height.

(8) All buildings on the parcel hereinabove referred to as ARNOLD MANOR SUB-DIVISION shall be set back at least thirty (30) feet from the front lot line of the lot upon which said building is constructed.

(9) All buildings on the parcel hereinabove referred to as DOUGLAS CIRCLE SUB-DIVISION shall be set back at least twenty-five (25) feet from the front lot line of the lot upon which said building is constructed.

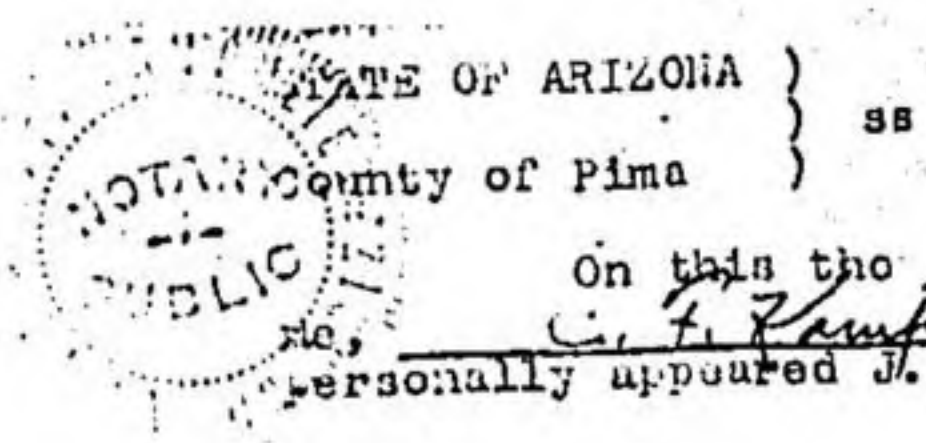
IN WITNESS WHEREOF, the said ARNOLD-REPP REALTY COMPANY, a corporation has caused these presents to be executed in its behalf and name by its duly authorized President and attested by its duly authorized Secretary, and its corporate seal to be hereunto affixed this 20 day of February, 1947.

ARNOLD-REPP REALTY COMPANY

By J. D. Repp
President



Hugh Arnold
Secretary



On this the 20 day of February, 1947, before C. F. Kampmeyer, the undersigned officer, personally appeared J. D. REPP and H. J. ARNOLD, who

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(17)

acknowledged themselves to be the President and Secretary, respectively, of ARNOLD-REPP REALTY COMPANY, a corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

C. F. Kammerer
Notary Public



Commission Expires:

Aug 15, 1950

STATE OF ARIZONA)
COUNTY OF PIMA) SS.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR RECORD AT REQUEST OF Mr. Arnold

INDEX	COMPARED TO	COPIED	BLOTTED
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NO. 6114
FEE. \$3.55
M, Box 2308 Tucson.

FEB 25 11 22 AM 1947 A.D., 19

BOOK 128 MISCELLANEOUS

AGE 13 2/17 Ans.

WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN.

ANNA SULLINGER, COUNTY RECORDER
BY G. E. DeLoan DEPUTY.