



Covenants, Conditions, and Restrictions (CCRs) for CASA LOMA ESTATES Recorded by Pima County Recorder's Office in 1957

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.

STATE OF ARIZONA) I hereby certify that the within No. 47181 1159
 COUNTY OF PIMA) Instrument was filed for record Book 1957 AUG 2 AM 9:00 476 to 480
 Witness my hand and Official Seal. ANNA SULLINGER, / Date:
 County Recorder Request of: TUCSON TITLE INSURANCE COMPANY
 Deputy Fees: 4.75

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DECLARATION OF ESTABLISHMENT OF
 CONDITIONS AND RESTRICTIONS
 OF
 CASA-LOMA ESTATES

MISCELLANEOUS

KNOW ALL MEN BY THESE PRESENTS:

That the TUCSON TITLE INSURANCE COMPANY, a corporation, as Trustee under a Trust Agreement dated September 15, 1955, known as Trust No. 208456, hereinafter called the OWNER, is the owner of CASA LOMA ESTATES, a subdivision in Pima County, Arizona, according to the map or plat thereof, of record in the office of the County Recorder of Pima County, Arizona, in Book 12 of Maps and Plats at page 49.

THAT the aforementioned owner does hereby declare that it has and does hereby establish a general plan for the improvement, development, ownership, use, sale and conveyance of its said property and each and every part thereof, and does hereby establish the manner, the conditions, the restrictions and the covenants upon and subject to which said property, and each and every block and lot shown on said first-mentioned recorded map or plat as lying within and being located within said property, shall henceforth be occupied, used, owned, sold and conveyed; that said property and each and every block and lot shown on said first-mentioned recorded map or plat as lying within and being located in said property shall be improved, developed, used, owned, sold and conveyed subject to said restrictions, conditions and covenants hereinafter set forth, and which conditions, restrictions, and covenants, one and all, are for the benefit of the present and future owners of said lots, and all of the same; that said conditions, restrictions, and covenants shall each and all apply to and bind the owner and the present and/or future owner, or owners, of said lots, and all of the same; that each of said conditions, restrictions, and covenants shall impose upon each and all of said lots a servitude in favor of each and every lot in said property.

THAT these restrictions may be changed, altered, and/or amended, in any and all particulars at any time, or from time to time, by an agreement in writing, signed and acknowledged by not less than 75% of the owners of property in said addition. Any change, alteration, and/or amendment to said restrictions, made in the manner hereinbefore provided, as above set forth, shall become effective at the time of the execution of the said agreement by said owners and the recording thereof in the office of the County Recorder of Pima County, Arizona. All lots, or parts of lots, or property within said property shall thereupon and thereafter be bound by such changed, amended, and/or altered restrictions, and such restrictions, as changed, amended, and/or altered shall thereupon apply to, bind and run as covenants with the said land until the terminal date hereinafter named, or the extension thereof, as hereinafter provided.

THAT said conditions, restrictions and covenants are as follows:

1. The said PROPERTY shall all be designated as residential. Each and every said residential

lot shall be used for single family private residence purposes only, except that Lots 1 and 2 in Block 1, Lot 10 in Block 2 and Lots 17, 18 and 19 in Block 9 may be used for business if and when they are so zoned through the proper channels. No business of any nature shall be conducted on any of said residential lots, or any part thereof, and no building or other structure intended for or adapted to business purposes and no apartment house, rooming house, hotel, hospital, sanatorium and/or sanitarium, or rental unit of any nature shall be erected, placed, permitted or maintained on any said residential lot, provided, however, that nothing herein contained shall be held to prevent the carrying on of the professional business of a physician and/or surgeon, or real estate or insurance broker in one room of a residence, and on Lot 2 in Block 1 and Lot 19 in Block 6, in one or more rooms of a residence.

2. No bill boards, or advertising signs of any character, shall be erected, placed, permitted, or maintained on any of said lots, other than reasonable signs relative to the sale or rent of lots or portions thereof, or professional signs of physicians or surgeons. The owner, or its agent, shall be the sole judge of the reasonableness of such signs.
3. The sewage disposal system for each and every lot shall comply with state and county health requirements, and a permit shall be obtained in all cases from the County Health Department. No outside toilets are to be erected or maintained on any lot except during the construction of a building on said lot. If sewers are installed adjacent to any lot or parcel, all sewage disposal must be by or through said sewers, and the proper connections made thereto.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon any said lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any building prior to its completion be occupied in any manner as a residence. No four wheel trailer or house trailer shall be kept upon the property.
5. Any building, erected or placed upon any said lot, or part thereof, excluding porches, steps, and/or roof projection at the eaves, shall be placed not less than 30 feet from front property line, and at least 10 feet from any adjoining property line, and at least 10 feet from any side street.

6. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing by the subdivider or its designated architect or agent for conformity and harmony of external design with existing structures in the subdivision. Only new structures or buildings shall at any time be placed upon any portion of this subdivision. If said subdivider shall fail to approve or disapprove of such plans in writing within thirty days after such plans have been submitted to it, and no action has been instituted to enjoin the erection of such buildings or the making of such alterations, this provision shall be deemed to be waived. The subdivider shall act without compensation in this connection and may appoint a person qualified to act on its behalf. When 75% or more of the lots in said subdivision have been sold to individual owners, then and thereafter said owners may organize a committee, hereinafter referred to as the Owners' Committee, to supersede the subdivider in this capacity, making appropriate rules and provisions governing the conduct of such committee.
7. All buildings, including garages, on any said lot, shall have exterior walls of masonry, except in special instances approved in writing by the subdivider, and except that storage room of car porte can be of wood frame construction.
8. Not more than one residential building shall be erected or maintained on any said residential lot, or part thereof, which lot or part thereof, has an area of less than 8,000 feet, the lot area being considered to center of adjoining alley. An auxiliary building shall be deemed a residential building, if said building, in whole or in part, be leased, rented, or occupied as a residence.
9. The main structure of the main residence building, inclusive of inclosed porches, and exclusive of attached garages or open porches, shall contain not less than 1400 square feet of floor space, on all lots except Lots 1-14, inclusive, in Block 6, and 1200 square feet of floor space on Lots 1-14, inclusive, in Block 6.
10. All buildings must be completed within one year from date of their commencement, or within a reasonable time thereafter, unless a permit be received from the subdivider or said Owner's Committee to extend said time.
11. All improvements and construction shall meet with the minimum property requirements of the Federal Housing Administration of the United States Government

or similar governmental agencies that insure residential building mortgages, and with Pima County building code requirements.

12. No cattle, hogs, sheep, horses, rabbits, poultry, or other livestock shall be kept or maintained upon any residential lot, or residential income lot, or business lot, or part thereof. This paragraph shall not be construed, however, as prohibiting or in any manner interfering with the keeping of ordinary household domestic pet animals upon said property.
13. 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 noxious odors, or that will cause any noise that will or might disturb the peace, comfort, or serenity of the occupants of surrounding property. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of surrounding property.
14. In the event of a breach of any one or more of the provisions, restrictions, conditions and covenants herein established, it shall be lawful for the owner, or for any other person or persons owning any lot or lots situated in said property, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, provided that 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 any provision, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.
15. In the event any lawsuit is brought against anyone for the violation of these restrictions, and judgment

is found against the alleged violator, he, she, or it will be responsible for a reasonable attorney's fee, to be fixed by the court, as well as all costs.

- 16. No delay or omission on the part of the said owner, or the owners of other lots, in exercising any right, power, or remedy herein provided for in the event of any breach of the conditions, restrictions, covenants, and 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 against the said owner for or on account of its failure or neglect to exercise any right, power, or remedy herein provided for in the event of the breach of any of said provisions, restrictions, conditions, or covenants, or for imposing restrictions herein which may be unenforceable by said owner or owners.
- 17. In the event that one or more of the conditions, restrictions, covenants, or provisions contained herein shall be declared null and void, the remainder thereof shall be unimpaired and in full force and effect.
- 18. The provisions, covenants, restrictions and conditions contained herein are to run with the land until January 1st, 1978, at which time they shall be automatically extended for a period of ten years, and thereafter in successive ten year periods, unless on or before the end of one of such extension periods, the owner or owners of a majority of the lots in said subdivision shall by written instrument duly recorded, declare a termination of the same. Although certain conditions and covenants may expire on January 1st, 1978, or at the end of a ten year period thereafter, any and all actions for breach of any said conditions or covenants committed or suffered prior to their expiration shall be absolute.

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed this 1st of August, 1957.

ATTEST:

Phos. L. Chambers
Its Secretary

TUCSON TITLE INSURANCE COMPANY, as Trustee under Trust Agreement dated September 15, 1955, known as Trust No. 208456.

By: J. B. O'Dowd
Its Vice-President

STATE OF ARIZONA)
 : ss:
COUNTY OF PIMA)

This instrument was acknowledged before me this 1st day of August, 1957, by J. B. O'DOWD as Vice-President and by PHOS. L. CHAMBERS as Secretary of TUCSON TITLE INSURANCE COMPANY, a corporation, as Trustee under Trust Agreement dated September 15, 1955, known as Trust No. 208456.

Isabel Wyatt
Notary Public

My commission expires 2-4-61

DECLARATION OF AMENDMENT OF
CONDITIONS AND RESTRICTIONS
FOR
CASA LOMA ESTATES,
a Subdivision in
Pima County, Arizona

State of Arizona
County of Pima }
I hereby certify that the within in-
ment was filed for record as requir-
ed by law.
Date 1989 OCT 24 P.M. 3:55
Book 3608 Page 510-511
Witness my hand and Official Seal
this 24th day of October, 1989.
Attest:
ARLEN SULLIVAN, County Recorder
By Debra Mae Smith

INDEXED	FILED

Fee 2.00 \$6680
Mail 3 1704 Ave. Food Town

KNOW ALL MEN BY THESE PRESENTS:

That the owners of the following described property:
Casa Loma Estates, a subdivision of Tucson, Pima County,
Arizona, according to the Map and Plat thereof, on file in
the office of the County Recorder of Pima County, Arizona,
in Book 1159 of Maps and Plats at page 476.

DO HEREBY DECLARE a change in the Paragraph I of
the Conditions and Restrictions referred to above as to
show that the above described Paragraph 1. shall be deleted
and a new paragraph 1. substituted to read as follows:

"1. The said PROPERTY shall be designated as
residential. Each and every said residential lot
shall be used for single family private residence
purposes only. No business of any nature shall
be conducted on any of said residential lots or
any part thereof, and no building or structure
intended for or adapted for business purposes or
apartment house, rooming house, hotel, sanatorium
and/or rental unit of any nature shall be erected,
placed, permitted or maintained on any said
residential lot, provided however, that nothing
herein contained shall be held to prevent the
carrying on of the professional business of a
physician or surgeon, or real estate or insurance
broker in one room of a residence, and on Lot 2

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in Block 1 and Lot 19 of Block 6, in one or more rooms of said residence."

This amendment is being made by the authority of the Conditions and Restrictions of Casa Loma Estates above described.

With the exception of the deletion of the old Paragraph 1. and the substitution of the Paragraph 1. as heretofore set forth, the undersigned hereby affirm and ratify that particular Declaration of Establishment of Conditions and Restrictions of Casa Loma Estates as originally signed on August 2, 1956 in Book 1159 at page 476.

The owners of more than 75% of the property in the subdivision have affixed their names.

<u>LOT NO.</u>	<u>OWNER</u>	<u>LOT NO.</u>	<u>OWNER</u>
B.4, 14	Ed D. Helt	B5-9	Edward J. Hoffman
B.4, 14	Therese D. Helt	B5-9	Joyell Hoffman
B.2, 4	Howard H. Wierzb	B3-11	Mr. & Mrs. John Shulby
B.2, 4	Ida Lynn R. Wain	B3-11	Sarah Seloverberg
B.3, 14	Charles C. McAnally	B6-16	Robert L. Gauden
B.3, 14	Richard L. McAnally	B6-16	Jane Gauden
B.4, 23	Joseph C. Zickert	B6-4	Kenneth W. Olson
B.3, 8	Arthur D. Scholcraft	B6-4	Carl A. Olson
B.3, 8	Virginia E. Scholcraft	B6-16	Reverend S. Bligh Jr.
B-4 13	John R. Boyd	B6-16	Marika E. Egin
B-4 20	James E. Persson	B2-7	Paul L. Bergman
B-4 20	Margaret N. Persson	B2-7	James D. Bergman
B-3 7	Earl B. Peterson	B4-11	Ida E. Walker
B-3 11	Wainio A. Peterson	B.4-11	George Walker
B-3-13	Edward D. Clark	B-3-13	Wm. A. Clark

Lot No.	OWNER	Lot No.	OWNER
B6-14 & N $\frac{1}{2}$ 13	Charles R. Magness	B5-6	Jody Wilson
B6-14 & N $\frac{1}{2}$ 13	Mary Louise Magness	B5-6	Matthew E. Wilson
B6-5	Ina Spoor	B5-4	Maxine Mabel Radley
B6-5	Nathan Spoor	B5-4	J. A. Radley
B6-1	Leo Simmons	B4-7	F. H. Dixon
B6-1	Margaret M. Simmons	B4-7	Roberta S. Dixon
B2-2	David H. Lieberthal	B5-7	Kenneth C. Damon
B2-2	Neil J. Lieberthal	B5-7	June J. Damon
B2-3	Martha Henken	B5-8	John Chas. M. Carter
B2-9	Joseph F. Findry	B4-19	Alvin Sutton
B2-9	Sophie E. Findry	B4-19	Helma T. Sutton
B3-9	Warren D. Matthias	B5-3	George E. Crane
B3-9	Claine W. Matthias	B5-3	Virginia L. Crane
B3-10	Chester B. Schuyler	B4-8	Charles Atkins
B3-10	Rega W. Schuyler	B4-8	Mary Atkins
B5-10	Herbert Aronstein		
B5-10	Edith Aronstein		

Lot No. OWNER

Lot No. OWNER

B1K 3 L-5 Jerry R Jackson

B1K 5 L-5 Raymond E. Jackson

B4-21 Kenneth Hufford

B4-21 Martha E. Hufford

B3-1 ~~John H. Barr~~

B3-1 Evelyn R. Nordbrock

B4-17 John H. Barr

B4-17 Elizabeth Ann Barr

B6-6/7 E. K. Maulding

B6-6/7 E. K. Maulding

B-2-1 Shirley A. Fogal

<u>LOT NO.</u>	<u>OWNER</u>	<u>LOT NO.</u>	<u>OWNER</u>
B4-9	Carl E. Thoma	B6-15	Frank J. Lord
B4-9	Valerie G. Thoma	B3-2	Erwin Handlung
B3-6	Dominick A. Thoma	B3-2	Erwin G. Lord
B3-6	Irvingard O. D'Accore	B6-8 1/2 9	Carl F. Green
B6-7	Joseph A. Petr	B6-8 1/2 9	Stanley R. Duce
B6-7	Adas K. Petr	B-4-18	Robert J. Duce
B4-1	Angela G. Bright	B4-18	Francis G. Duce
B4-1	Robert G. Bright	B6-10 1/2 9	Martha F. Duce
B4-2	Pat B. Henderson	B6-10 1/2 9	Henry J. Duce
B4-2	Marcilla M. Henderson	B-4-12	John E. McCaffrey
B6-2	Ann Elizabeth Lyons	B4-12	John M. McCaffrey
B6-2	John A. Lyons	B4-15	Carl E. Cleveland
B5-1	Frank H. Chas. Rodgers	B-4-15	Mrs M. Gertrude Cleveland
B5-1	Ronald D. Rodgers	B-4-16	Mr. Ernest G. Sherman
B5-11	Barbara J. Ferguson	B-4-22	Charles E. Duce
B5-11	Gene M. Ferguson	B-4-22	Narcissus E. Duce
B-6-15	Frank N. Lord	B-3-3	R. W. Waterman
		B-3-3	Norma S. Waterman

This instrument was acknowledged before me this
13th day of October, 1969, by the persons whose signatures
 appear hereon known to me (or satisfactorily proven) to be
 the persons whose names are subscribed to the foregoing instru-
 ment and acknowledged that they executed the same for the
 purpose therein contained.

Carl E. Duce
 Notary Public

My commission expires:

Oct. 28, 1972

