



Covenants, Conditions, and Restrictions (CCRs) for CITATION PARK 1-112 Recorded by Pima County Recorder's Office in 1959

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)
COUNTY OF PIMA)
Witness my hand and Official Seal.

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

No. 80755
Book 1522 Page 37-40
Date: 1959 NOV 24 AM 9:07
Request of: ARIZONA LAND TITLE & TRUST CO.

Indexed	Pages	Book
R.H.		45

By H. Nelson Mikee
Deputy Fee: 4.00

DECLARATION OF RESTRICTIONS
OF CITATION PARK

MISCELLANEOUS

KNOW ALL MEN BY THESE PRESENTS:

THAT ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona corporation, as TRUSTEE under Trust Agreement No. 5322-T, hereinafter referred to as Owner, being the owner of all that certain tract of land situate in the County of Pima, State of Arizona, described as follows, to-wit:

- Lots 1 thru 112 inclusive, CITATION PARK, a Subdivision of Pima County, Arizona, according to the Plat of record in the office of the County Recorder of Pima County, Arizona, in Book 14 of Maps and Plats, page 31

DOES HEREBY CERTIFY AND DECLARE that it has established, and does hereby establish, a general plan for the improvement, development, ownership, use and sale of said property so owned by it, and each and every part thereof, and does hereby establish the manner, provisions, conditions, restrictions and covenants upon and subject to which said lots shall be used, improved, occupied, owned, sold and conveyed, and does hereby declare that henceforth said lots shall be used, improved, occupied, owned, sold and conveyed subject to the provisions, conditions, restrictions and covenants herein set forth, all of which shall be binding upon and inure to the benefit of the present and future owners of said lots and all thereof, and all of which shall apply to and bind the respective successors in interest of the present owners and future owners of said lots and all thereof, and all of which provisions, conditions, restrictions and covenants are, and each of them is, impressed and imposed upon each and every parcel of the hereinbefore described property as a servitude in favor of each and every parcel thereof as the dominant tenements, as follows, to-wit:

(1) The said property and the whole thereof shall be used for private residence purposes only.

(2) No structure whatever, other than one-story, private, one-family residence, shall be erected, placed or maintained on any residential lot in said property.

(3) No business of any nature shall be conducted on any lot, and no building or structure intended for or adapted to business purposes, and no apartment house; double house, flat building, lodging house, rooming house, hotel, hospital or sanitarium shall be erected, placed, permitted or maintained on any lot; provided, however, that nothing herein contained shall be held to prevent the use of any portion of any residence as an office of a resident physician or surgeon employing on said premises not more than one assistance.

(4) No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any water, oil, natural gas, petroleum, asphaltum or hydrocarbon products or substances be produced or extracted therefrom, except as specifically required by a water company having franchise rights thereon.

(5) No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on said property, or any part thereof, without the written approval and consent of the undersigned, their authorized agent or architect. This specifically includes signs placed by owners of homes for the purpose of selling or renting.

(6) No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected upon any part of said property, and no residence placed or erected on any part of said property shall be occupied in any manner at any time prior to its being fully completed; provided, however, that during the actual construction or alteration of a building on any lot, necessary temporary buildings for the storage of material, etc., may be erected and maintained by the person doing such work.

Any building erected shall be of good quality construction and good architectural design, the general appearance, color and finish shall be appropriate, and not detrimental, to a good residential district.

No building may be erected until the plans and specifications therefor have been approved by the undersigned or their successors in interest. If no action has been taken on said plans and specifications by the undersigned, or their successors in interest, within thirty (30) days after submittal thereof, this failure to act may be construed as approval.

The work of construction of any building on any part of said property shall be prosecuted diligently from the commencement thereof until the completion thereof.

(7) No horses, cattle, sheep, goats, hogs, rabbits, poultry or other livestock shall be kept or maintained upon any part of said property. This paragraph shall not be construed, however, as prohibiting the keeping of ordinary domestic pet animals upon said property.

(8) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, placed or stored thereon which may be or become an annoyance or a nuisance to the neighborhood, or occasion any noise or odor which will or might disturb the peace, comfort or serenity of the occupants of neighboring properties.

(9) No separate or detached garage or other outbuilding shall be erected or placed on the property.

(10) No building of any nature shall be removed from without said property to any lot without the written consent of the Owner, its authorized agent or architect.

(11) Every residence shall have at least 700 square feet of floor space. Any building constructed shall be placed on the lot in strict conformance with the City of Tucson Zoning Restrictions.

(12) Before the owner of any lot shall commence the construction or alteration of any building, wall, fence, coping or other structure whatsoever on any lot, such owner shall submit to an Architectural Committee consisting of Robert F. Lusk, Jr. and Boyd T. Prior, or their successors in interest, two complete sets of plans and specifications for the building, wall, fence, coping, or other structure the erection or alteration of which is desired, and no structure of any kind shall be erected, altered, placed or maintained upon any lot unless and until the plans, elevations and specifications therefor have received the written approval of such Architectural Committee. Such plans shall include a plat plan showing the location on the property in question of the building, wall, fence, coping or other structure proposed to be constructed or altered. The Architectural Committee shall either approve or disapprove said plans and specifications within thirty (30) days from the receipt thereof. One set of said plans and specifications with the Architectural Committee's approval or disapproval noted thereon shall be delivered to the person submitting said plans and specifications to the Architectural Committee, and the other copy thereof shall be retained by the Owner. If said Architectural Committee shall fail to approve or disapprove of such plans and specifications in writing within thirty (30) days after the delivery of same to it, and no action has been instituted to enjoin the doing of the proposed work, the provisions of this paragraph shall be deemed waived. The said Architectural Committee shall have the right to disapprove of such plans and specifications submitted to it, as aforesaid, if such plans and specifications are not in accordance with all of the provisions of this Declaration or if, in the opinion of the Architectural Committee, the design of the proposed building or other structure is not in harmony with the general surrounding of such lot or with adjacent buildings or structures. The decision of such Architectural Committee shall be final. Neither the undersigned nor any agent of the undersigned nor any architect appointed by the undersigned shall be responsible in any way for any structural defects in any plans and/or specifications submitted in accordance with the foregoing nor in any building or structure erected in the lots covered by this Declaration until all lots have been sold by the Undersigned, then at any time thereafter the owners of said lots sold by the undersigned may organize a committee to supersede the undersigned as to the manner in which the matters covered by this paragraph (12) hereof shall be enforced.

(13) A dedicated easement and right-of-way in perpetuity is hereby reserved for the benefit of all lots in said CITATION PARK for the erection, construction, maintenance and operation of pole lines with the necessary cross arms for wires for the transmission of electrical energy and for telephone lines and telegraph lines, and for the laying and maintaining of pipes, mains and conduits for the furnishing of water, gas, sewer service or for other purposes, together with the right of entry for the purpose of installing, maintaining and reading gas, electric and water meters, providing that the placement of all such utilities shall be only on the approval of the Owner.

(14) The aforesaid provisions, conditions, restrictions and covenants, and each and all thereof, shall run with the land and continue and remain in full force and effect at all times and against all persons until January 1, 1998, at which time they shall be automatically extended for a period of ten (10) years and thereafter for successive ten-year periods, unless on or before the end of one of such extension periods the owners of 75% of the lots in said subdivision shall by written instrument, duly recorded, declare the termination or modification of the same.

(15) All provisions, conditions, restrictions and covenants herein shall be binding on all lots and parcels of real estate and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that the owner or other property owners shall have notified in writing the owner or lessee in possession of any lot upon which a breach has been committed to refrain from a continuance of such action and to correct such breach, shall warrant the undersigned or other lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted, the court may in its discretion award to the plaintiff in such action his reasonable expenses in prosecuting such suit, including attorney's fees; provided, however, 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 persons 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.

(16) No delay or omission on the part of the owner or owners of any lot or lots in said property in exercising any right, power of remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the undersigned for or on account of the failure or neglect of the undersigned to exercise any right, power, or remedy herein provided for in the event of any such breach of any said provisions, conditions, restrictions or covenants or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

(17) In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

(18) Nothing herein contained shall be construed as preventing the owner from maintaining upon such property, at such locations thereon as they may see fit, for a reasonable period during the sale of lots in said CITATION PARK a sales office and construction yard and billboards or signs advertising said lots for sale.

(19) These restrictions may be amended or changed by the owners of (51%) Fifty-one percent of the said property. It is understood that such percentage shall be computed upon the total number of lots in said property, rather than the total number of persons owning said lots.

IN WITNESS WHEREOF, the ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, as TRUSTEE, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of its duly authorized officer this 23rd day of November, 1959.

ARIZONA LAND TITLE & TRUST COMPANY,
an Arizona corporation, as TRUSTEE
under Trust No. 5322-T

By: *John B. Wilkie*
Vice-President

STATE OF ARIZONA)
COUNTY OF PIMA) ss.

On this 23rd day of November, 1959, before me, the undersigned officer, personally appeared JOHN B. WILKIE, who acknowledged himself to be the Vice-President of Arizona Land Title & Trust Company, an Arizona corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

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



Robert J. ...
Notary Public

(My Commission Expires: 11-25-61.)