



Covenants, Conditions, and Restrictions (CCRs) for ESTES PARK 1-27

Recorded by Pima County Recorder's Office in 1967

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.

RESTRICTIONS ESTES PARK

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of the following described property:

Lots One through Twenty-seven inclusive, ESTES PARK, according to the plat of record in the office of the County Recorder of Pima County, Arizona, in Book 19 of Maps and Plats at Page 5 thereof;

and desiring to establish the nature of the use and enjoyment of said property, does hereby declare that the following conditions, restrictions and stipulations shall apply to all of the above lots, and do further declare that all conveyances of these lots shall be made subject to the following conditions, restrictions and stipulations;

1. Said lots shall be known and described as "residential building lots" and used for those purposes only.

2. Owner reserves the right to approve all plans for construction contemplated on said lots.

3. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling, together with guest house or maid's quarters in connection therewith, not to exceed one and one-half stories in height, and a private garage or carport for not more than two cars, one story in height.

4. No garage or other building whatsoever shall be erected on any of said lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the conditions, restrictions and stipulations herein contained; and prior to the erection of the main building herein permitted on any of said lots, no garage or other outbuilding shall be used for residential purposes.

5. No trailer shall be used as a residence temporarily or permanently.

6. No residence building shall be erected, permitted or maintained on any of said lots which shall have a ground floor area of less than 900 square feet, such ground floor area to be exclusive of open porches, pergolas or an attached garage.

7. Any residence shall have at least 900 square feet of floor space. Any building constructed shall be placed on the lot in strict conformance with the Pima County zoning restrictions.

8. No residential structure shall be erected or placed on any of said lots, which lot has an area of less than 7,000 square feet.

9. All construction on residential building lots shall be of masonry constructions, and no frame or wooden building shall be erected, altered, placed or permitted to remain on any lot of said blocks of ESTES PARK, except carports, storage rooms, ramadas. Nothing herein contained shall be construed to limit the use of wood for decorative purposes.

10. No hospital or sanitarium shall be constructed or maintained on any of said lots in ESTES PARK, and no building used or occupied in the care, lodging or entertainment of persons suffering from disease shall be maintained, kept or permitted on any of said lots for commercial or rental purposes.

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and desiring to establish the nature of the use and enjoyment of said property, does hereby declare that the following conditions, restrictions and stipulations shall apply to all of the above lots, and do further declare that all conveyances of these lots shall be made subject to the following conditions, restrictions and stipulations;

1. Said lots shall be known and described as "residential building lots" and used for those purposes only.
2. Owner reserves the right to approve all plans for construction contemplated on said lots.
3. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling, together with guest house or maid's quarters in connection therewith, not to exceed one and one-half stories in height, and a private garage or carport for not more than two cars, one story in height.
4. No garage or other building whatsoever shall be erected on any of said lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the conditions, restrictions and stipulations herein contained; and prior to the erection of the main building herein permitted on any of said lots, no garage or other outbuilding shall be used for residential purposes.
5. No trailer shall be used as a residence temporarily or permanently.
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10. No hospital or sanitarium shall be constructed or maintained on any of said lots in ESTES PARK, and no building used or occupied in the care, lodging or entertainment of persons suffering from disease shall be maintained, kept or permitted on any of said lots for commercial or rental purposes.

11. No hogs, goats, horses, cows, sheep, poultry, pigeons or rabbits shall be kept on any of said property. Nothing in this restriction shall be construed, however, as preventing or in any way interfering with, the keeping of ordinary domestic pet animals.

12. The restrictions and covenants contained in Paragraph 11 shall be perpetually appurtenant to said lots.

13. After interest of the Owner has terminated, a committee of property owners may be appointed to carry out the provisions of said restrictions.

It is expressly understood and agreed that said ESTES PARK 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 January 1, 2001 at which time such covenants and restrictions shall automatically be extended for successive periods of five years, unless by a majority vote of the then individual property owners it is agreed to change the said covenants and restrictions in whole or in part; provided, however, that the restrictions contained in Paragraph 11 shall be perpetually appurtenant to said lots. Provided further, however, that these restrictions may be amended prior to January 1, 2001, with the consent and approval of 75% of the then individual property owners.

If any person shall violate or attempt to violate any of the said covenants or restrictions herein before January 1, 2001 or such time later as may be set up by the provisions of this paragraph preceding this one, it shall be lawful for any other persons owning any other lots in said development or subdivision to 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 so doing or to recover damages for such violation.

Should any of the covenants or restrictions herein be held invalid or void, such invalidity or voidance of any covenants or restrictions shall not affect the rest of this instrument or any valid covenant or restriction herein contained.

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

IN WITNESS WHEREOF, these presents have been signed this 26th day of September, 1967

KODAK SAFETY FILM

11. No hogs, goats, horses, cows, sheep, poultry, pigeons or rabbits shall be kept on any of said property. Nothing in this restriction shall be construed, however, as preventing or in any way interfering with, the keeping of ordinary domestic pet animals.

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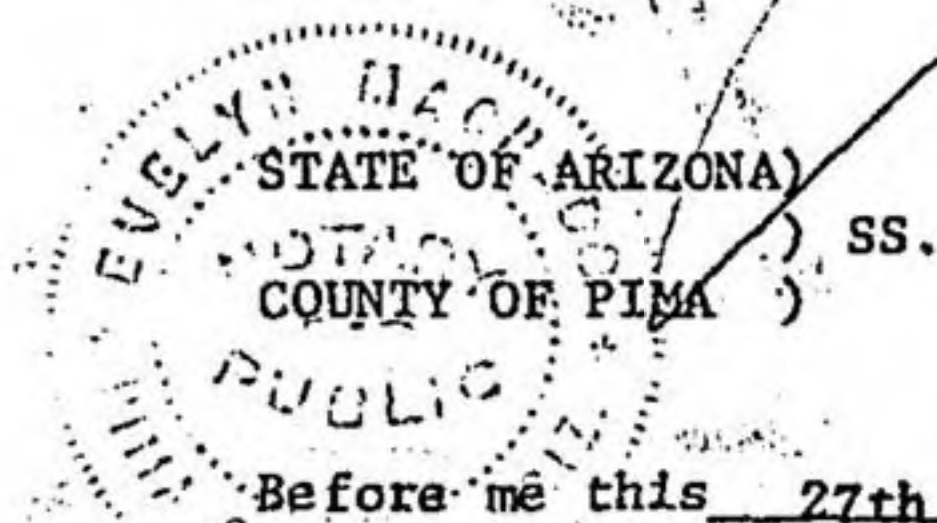
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IN WITNESS WHEREOF, these presents have been signed this 26th day of
September, 1967

TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee under Trust 6313 and not personally.

By: Lynn E. Bizik
Trust Officer



Before me this 27th day of September, 1967, personally appeared Lynn E. Bizik, who acknowledged himself to be a Trust Officer of the TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA 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 as Trustee, by himself as such officer.

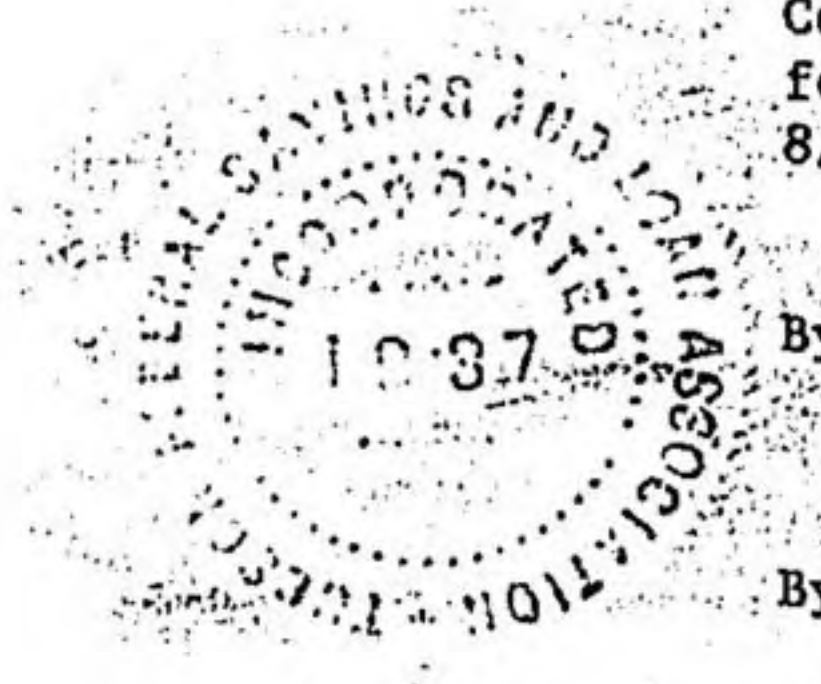
My commission expires: My Commission Expires June 23, 1971

Evelyn Machado
Notary Public

Tucson Federal Savings and Loan Association, a Corporation, as vendor under that certain Contract for Sale of Real Estate dated 8/15/67 and recorded 8/18/67 in Docket 3060 at page 39.

By: R. C. Swingle
Vice President

By: G. Palmer
Secretary



STATE OF ARIZONA)
) SS.
COUNTY OF PIMA)

Before me this 26th day of September, 1967, personally appeared R. C. SWINGLE and G. PALMER, who acknowledged themselves to be Vice President and Secretary, respectively of the TUCSON FEDERAL SAVINGS AND LOAN ASSOCIATION and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by themselves as such officers.

My Commission Expires Nov. 16, 1968
My commission expires:

L. W. Trussell
Notary Public

66095

STATE OF ARIZONA)
COUNTY OF PIMA)

I hereby certify that the within No. instrument was filed for record in Pima County, State of Arizona

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Witness my hand and Official Seal.

ANNA SULLINGER,
County Recorder

Date: 1967 SEP 28 AM 8 08
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By: Anna J. Marshall
Deputy
TRANSAMERICA TITLE INS. CO.

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