



Covenants, Conditions, and Restrictions (CCRs) for ESTRELLA SUBDIVISION

Recorded by Pima County Recorder's Office in 1956

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.

PART OF ESTRELLA SUBDIVISION

Declaration of Establishment of Conditions and Restrictions

KNOW ALL MEN BY THESE PRESENTS:

That Randolph Jenks and Julia Swan Jenks, husband and wife, being the owner of the following described real property near the City of Tucson, Pima County, Arizona, known as:

Lots 1-5 inclusive, Lots 7-18 inclusive, and Lots 57-68 inclusive, in Estrella Subdivision, being a part of the east half of the southwest quarter and part of the southwest quarter of the southeast quarter of Section 3, Township 15 South of Range 14 East, G. & S. R. B. & M., 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 10 of Maps and Plats at page 69 thereof.

RESERVATIONS, RESTRICTIONS AND CONDITIONS

The owners of said Lots do hereby certify and declare that they have and do establish hereby a general plan for the improvement, development, ownership, use, sale and conveyance of said property and each and every part thereof, and do hereby establish the manner, conditions, restrictions and covenants upon and subject to which said property shall henceforth only be occupied, used, owned and conveyed subject to said restrictions, conditions and covenants, all of which are herein fully set forth and all of which are for the benefit of the present and future owners of said lots; and that said conditions, restrictions and covenants shall each and all apply to and bind the respective successors in interest of the present and/or future owner or owners of said lots and all of the same; and that each of said restrictions, conditions and covenants shall impose upon each and all of said lots a servitude in favor of each and every lot in the said property as a dominant tenement or tenements and that said conditions, restrictions, and covenants are as follows, to-wit:

1. These lots shall be used only in accordance with current regulations that govern this area as set forth by the Pima County Planning and Zoning Commission.
2. No bill boards or advertising signs of any character shall be erected, placed, permitted or maintained on these lots or any building erected thereon other than reasonable signs relative to the sale or rent of lot or building, or reasonable signs of professional people.
3. No shack or unsightly structure, and no garage, or other outbuilding, or fence of sheet metal or corrugated metal shall be erected, placed, or maintained on these lots.
4. No trailer, tent, shack, garage, or other outbuilding placed or erected on these lots 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.
5. The floor area of any main residence building for single family occupancy exclusive of all porches, garages, car ports and other buildings shall be not less than nine hundred (900) square feet.
6. All residences or other improvements constructed on this lot shall meet with the Federal Housing Administration's Minimum property requirements.

7. No noxious or offensive trade or activity shall be carried on upon these lots nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

8. Sewage disposal facilities on these lots shall conform with all of the requirements of the Pima County Health Authorities, and no garbage, trash, or rubbish may be permitted to accumulate, and the owner of this lot shall be required to make arrangements for the removal and legal disposal of any such garbage, trash, or rubbish, as often as may be required by the Pima County Health Authorities.

9. The above conditions, restrictions, reservations, provisions and covenants, and each and all thereof, shall remain and continue in full force and effect at all time against the owners of these lots, however his title thereto may be acquired, until January 1, 1975, at which time said conditions, restrictions, provisions and covenants shall be automatically extended for successive periods of 10 years, unless by vote of owners of 60% of the property of Estrella Subdivision it is agreed to change said covenants in whole or in part. It is understood that such percentage shall be computed upon the total number of lots in said subdivision, rather than the total number of persons owning said lots.

10. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the conditions, restrictions, provisions and covenants herein it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such conditions, restrictions, provisions and covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. Invalidation of any one of these conditions, restrictions, provisions, and covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Randolph Jenks and Julia Swan Jenks, husband and wife, have set their hands and seals this 11th day of September, 1956.

Randolph Jenks

Julia Swan Jenks
by Randolph Jenks, her
attorney in fact.

STATE OF ARIZONA)
COUNTY OF PIMA) SS

THIS instrument was acknowledged before me this 11th day of September, 1956, by Randolph Jenks and Julia Swan Jenks, husband and wife, by Randolph Jenks, her attorney in fact.

Waverly P. Lynch
55436

My commission expires:

March 15, 1957

STATE OF ARIZONA)
COUNTY OF PIMA)

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

ANNA SULLINGER
County Recorder

1956 SEP 11 AM 11:32

Request of: Randolph Jenks

Indexed	Paged	Filed
		<u>AP</u>

By Norma Y. Mindel
Deputy

Fee: 2.50

2146 E. 4th St

WHEN RECORDED MAIL TO:
Merodias Const.
2602 N. Sunland Rd.
Tucson, Ariz.

ESTRELLA SUBDIVISION

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Merodias Construction Company, Inc., an Arizona Corporation, being the owner of the following described real property near the City of Tucson, Pima County, Arizona, known as:

Lots 43-56 inclusive and Lots 69 through 82 in Estrella Subdivision, being a part of the east half of the southwest quarter and part of the southwest quarter of the southeast quarter of Section 3, Township 15 South of Range 14 East, G. & S. R. B. & M., 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 10 of Maps and Plats at page 75 thereof.

RESERVATIONS, RESTRICTIONS AND CONDITIONS

The owners of said lots do hereby certify and declare that they have and do establish hereby a general plan for the improvement, development, ownership, use, sale and conveyance of said property and each and every part thereof, and do hereby establish the manner, conditions, restrictions and covenants upon and subject to which said property shall henceforth only be occupied, used, owned and conveyed subject to said restrictions, conditions and covenants, all of which are herein fully set forth and all of which are for the benefit of the present and future owners of said lots; and that said conditions, restrictions and covenants shall each and all apply to and bind the respective successors in interest of the present and/or future owner or owners of said lots and all of the same; and that each of said restrictions, conditions and covenants shall impose upon each and all of said lots a servitude in favor of each and every lot in the said property as a dominant tenement or tenements and that said conditions, restrictions, and covenants are as follows, to-wit:

1. These lots shall be used only in accordance with current regulations that govern this area as set forth by the Pima County Planning and Zoning Commission.
2. No bill boards or advertising signs of any character shall be erected, placed, permitted or maintained on these lots or any building erected thereon other than reasonable signs relative to the sale or rent of lot or building, or reasonable signs of professional people.
3. No Shack or unsightly structure, and no garage, or other outbuilding or fence of sheet metal or corrugated metal shall be erected, placed or maintained on these lots.
4. No trailer, tent, shack, garage or other outbuilding placed or erected on these lots 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.
5. The floor area of any main residence building for single family occupancy exclusive of all porches, garages, car ports and other buildings shall not be less than nine hundred (900) square feet.
6. All residences or other improvements constructed on this lot shall meet with the Federal Housing Administrator's minimum property requirements.

RECORDING
PIMA COUNTY
LIBRARY



ESTRELLA SUBDIVISION

7. No noxious or offensive trade or activity shall be carried on upon these lots nor shall anything be done thereupon which may be or become an annoyance to the neighborhood.

8. Sewerage disposal facilities on these lots shall conform with all of the requirements of the Pima County Health authorities and no garbage, trash or rubbish may be permitted to accumulate, and the owner of this lot shall be required to make arrangements for the removal and legal disposal of any such garbage, trash or rubbish as often as may be required by the Pima County Health Authorities.

9. The above conditions, restrictions, reservations, provisions and covenants, and each and all thereof, shall remain and continue in full force and effect at all times against the owners of these lots, however his title thereto may be acquired, until January 1, 1975, at which time said conditions, restrictions, provisions and covenants shall be automatically extended for successive periods of 10 years, unless by vote of owners of 60% of the property of Estrella Subdivision it is agreed to change said covenants in whole or in part. It is understood that such percentage shall be computed upon the total number of lots in said subdivision, rather than the total number of persons owning said lots.

10. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the conditions, restrictions, provisions and covenants herein it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such conditions, restrictions, provisions and covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

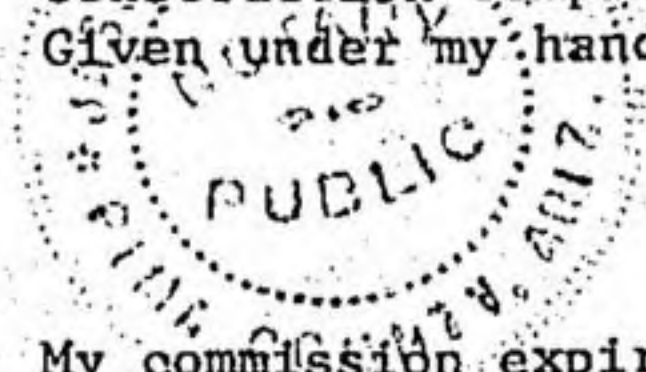
11. Invalidation of any one of these conditions, restrictions, provisions and covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, William Merodias, President of Merodias Construction Company, Inc., an Arizona Corporation, has set his hand and seal this 22nd day of June, 1971.

William Merodias
William Merodias, President
of Merodias Construction
Company, Inc.

STATE OF ARIZONA)
)ss.
County of Pima)

Before me, the undersigned, a Notary Public in and for the County of Pima, State of Arizona, on this day personally appeared William Merodias, President of Merodias Construction Company, Inc.,
Given under my hand and seal of office this 22nd day of June, 1971.



[Signature]
notary public

My commission expires: 5/21/75

57487

STATE OF ARIZONA }
)ss.
COUNTY OF PIMA }
Witness my hand and Official Seal.

I hereby certify that the within No. _____
instrument was filed for record in Pima County, State of Arizona Book 4039 Page 663-664

Indexed	Paged	Filed
		<i>[Signature]</i>

IDA MAE SMYTH
County Recorder Date: _____
Request of: 1971 JUL 16 PM 2 35
By *[Signature]* JEWELL TITLE AND TRUST
Deputy fees: 2.00

BOOK 4039 PAGE 664

