



Covenants, Conditions, and Restrictions (CCRs) for FREEWAY INDUSTRIAL SUBD

Recorded by Pima County Recorder's Office in 1961

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)

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

No 31937

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Witness my hand and Official Seal.

ANNA SULLINGER,

Date: NOV 12 1951
Request of: AN 9:50

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County Recorder

By *Anna Mae Sullinger*
Deputy

ARIZONA LAND TITLE & TRUST CO

Fee: 3.25

DECLARATION AND ESTABLISHMENT OF
RESTRICTIONS AND PROTECTIVE COVENANTS OF
FREEWAY INDUSTRIAL SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That A'NP AIRPILOTS, INC., a corporation organized and established under and by virtue of the Laws of the State of Arizona (hereinafter referred to as the "Corporation") and being the owner of the property described as:

Freeway Industrial Subdivision; being a Subdivision of a portion of the Northwest Quarter of Section 27; a portion of the Northeast Quarter of Section 28; and a portion of the South Half of the South Half of the Southeast Quarter of Section 21; all in Township 13 South of Range 13 East; Gila and Salt River Base and Meridian; Pima County, Arizona; according to the plat or map thereof, of record in the office of the County Recorder of Pima County, Arizona, in Book 15 of Maps and Plats at Page 73 thereof, which subdivision has been planned and designed as a choice Industrial Area.

Does hereby make, declare and publish these conditions, covenants, provisions and restrictions which shall run with, and for the benefit of the aforesaid land, and shall inure to and bind the corporation, its successors and/or assigns, and the owner of each and every part, lot and parcel of said land, to wit; as follows:

All of the buildings and sites in Freeway Industrial Subdivision are for Industrial, Commercial and Warehousing purposes.

Building sites in this subdivision may be used for such industrial, commercial and warehousing purposes as prescribed under the Industrial (I-1) zoning ordinance of the City of Tucson, and the following summarized restrictions and protective covenants:

(1) Construction or alterations of all buildings shall be subject to owners or tenants submitting two sets of plans and specifications for such buildings or alterations to the corporation, its successors or assigns and written approval of such plans and specifications by the corporation must be obtained by said owners or tenants prior to said construction or alterations.

(2) Plans and specifications for the construction, installation or alteration of all signs, exterior lighting, loading docks, parking facilities, landscape planting, type and size of all mail or paper delivery boxes, in this subdivision must first be submitted to and have the written approval of the corporation, its successors or assigns.

(If the corporation, its architects or designees shall fail, in writing, to approve or disapprove of such plans and specifications within thirty days after delivery thereof and/or no action has been instituted to enjoin the proposed work, then, in that event, the provisions of these paragraphs, - (1) and (2), - above, shall be deemed waived. Neither the corporation nor its architects, agent, employee or designee shall be responsible in any way for any defects in any plans or for any structural defects in any building or structure erected according to such plans and/or specifications.)

(3) No accessory building use shall be construed to permit the keeping of articles, goods or materials in the open or exposed to public view, except with specific written permission of the corporation.

(4) Employee, customer, owner or tenant parking will not be permitted on private or public dedicated street in this subdivision and it will be the responsibility of property owners, their successors or assigns, to provide off-street parking facilities.

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(5) Loading docks will not be permitted on frontage streets, unless such loadings docks are set-back to a sufficient depth so as to conform with the off-street parking provision.

(6) The building codes of the City of Tucson in effect at the time of any construction shall apply to such construction.

(7) The owner or tenant of any tract in this subdivision must at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome conditions and comply in all respects with all government, health and police requirements; and any owner or tenant will remove at his own expense any rubbish of any character whatsoever which may accumulate on said property.

(8) Contrary to the I-1 industrial zoning ordinance of the City of Tucson allowing building heights of up to 140 feet, the following height and set-back restrictions in the Freeway Industrial Subdivision shall be as follows:

(a) Buildings and/or all structures shall be limited in height to one hundred forty (140) feet on lots # 1 through # 22; with a minimum set-back of twenty five (25) feet from said lots' front lot lines.

(b) Buildings and/or all structures, shall be limited in height to forty (40) feet, on lots # 23 through # 42; with a minimum set-back of twenty five (25) feet from said lots' front lot lines.

(c) Buildings and/or all structures, shall be limited in height to twenty (20) feet, on lots # 43 through # 58; with a minimum set-back of twenty five (25) feet from said lots' front lot lines.

(Front lot lines, as used herein, include all such lot lines which face on any or all public dedicated streets in this subdivision.)

(9) An easement for Railroad trackage shall be reserved by the corporation in this subdivision, being a strip of land twenty (20) feet in width and lying parallel to and immediately adjoining the Easterly Right of Way line of the Southern Pacific Railroad, extending from the Northerly boundary of lot # 1 to the Southerly boundary of lot # 22.

(10) Any uses of the property by any and all owners or tenants in this subdivision requiring authorization by the Board of Adjustment as to applicable zoning, said uses shall also be subject to written approval by the corporation.

(11) All provisions, conditions, restrictions and covenants contained herein shall be binding upon all lots, parcels, or 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 corporation shall have given written notification to the owner of the lot, upon which a breach has been committed, to refrain from the continuance of such action or to correct such breach, shall warrant and permit the corporation 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 reasonable expenses in prosecuting such suit, including attorney's fees. If the corporation should fail to institute such action within ninety (90) days of default, any lot owner in the subdivision may do so.

(12) No delay or omission on the part of the corporation, or the owner or owners of any other lot or lots in said property, in exercising any right, power or remedy provided for herein, 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 against the corporation for or on account of its failure to or neglect to exercise any right power or remedy herein provided for in the event of any such breach;

or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

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

(14) Until such time as sixty-five percent (65%) of the lots in Freeway Industrial Subdivision has been sold to individual lot owners, the corporation shall retain and have the right to amend or make changes in these conditions and restrictions which it deems beneficial and for the best interest and improvements of Freeway Industrial Subdivision.

(15) The aforesaid provisions, conditions, restrictions and covenants shall be binding upon the owners of said property, their successors and assigns and shall remain in full force and effect at all times and against all persons until January 1, 1975 at which time they shall be automatically extended for successive periods of ten (10) years, unless by a majority vote of the individual property owners it is agreed to change the said covenants and restrictions, in whole or in part, or to terminate and end them completely so that thereafter they shall be of no further legal or equitable effect on said property or any owner thereof.

IN WITNESS WHEREOF, A'NP AIRPILOTS, INC., an Arizona Corporation, has caused these presents to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed;

This 10th day of May, 1961.

A'NP AIRPILOTS, INC.



Attest: Andre P. Closset
Secretary

By Arthur N. Pack
President

STATE OF ARIZONA } ss.
COUNTY OF PIMA

This instrument was acknowledged before me this 10th day of May 1961 by Arthur N. Pack as President of A'NP AIRPILOTS, INC., an Arizona Corporation, as the Act of such corporation.



My Commission Expires: Sept. 3, 1963

John B. Dawson
NOTARY PUBLIC

STATE OF ARIZONA } ss.
COUNTY OF PIMA

This instrument was acknowledged before me this 10th day of May 1961 by Andre P. Closset as Secretary of A'NP AIRPILOTS, INC., an Arizona corporation, as the Act of such corporation.

My Commission Expires: Sept. 3, 1963



John B. Dawson
NOTARY PUBLIC

STATE OF ARIZONA

COUNTY OF PIMA

Witness my hand

I hereby certify that the within instrument was filed for record in this County, State of Arizona

IDA MAE SMYTH

County Recorder

By *J. Grace Sanders*
Deputy

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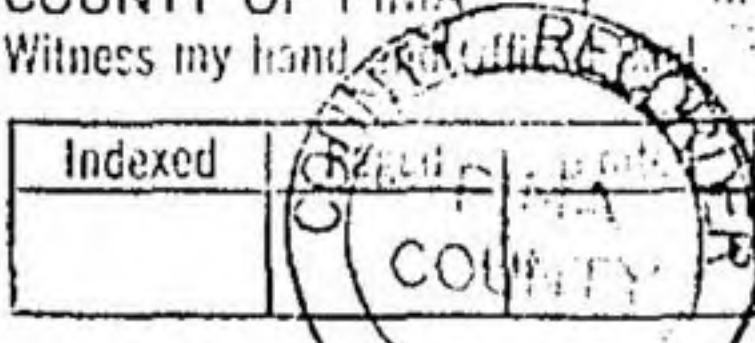
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Date:

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Request of: Robertson, Molloy Fickett and Jones, P.C.

Fee: 2.00



AMENDMENT TO DECLARATION AND ESTABLISHMENT OF RESTRICTIONS AND PROTECTIVE COVENANTS OF FREEWAY INDUSTRIAL SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a Declaration and Establishment of Restrictions and Protective Covenants of Freeway Industrial Subdivision was executed on the 10th day of May, 1961 by A'NP AIRPILOTS, INC., which Declaration was recorded in the office of the County Recorder of Pima County in Docket 1775 at pages 315, 316 and 317; and

WHEREAS, Paragraph (14) gives the corporation the right to amend or make changes in these conditions until sixty-five (65%) percent of the lots in Freeway Industrial Subdivision have been sold to individual lot owners; and

WHEREAS, Omni Enterprises, Inc., successor in interest to A'NP AIRPILOTS, INC., presently still owns sixty-five (65%) percent of the lots in said industrial subdivision; and

WHEREAS, it now appears that in order to make the best use of said industrial subdivision that Paragraph (9) should be amended and the said Declaration be, and it hereby is, amended by deleting Paragraph (9) from the said Declaration and substituting therefor a new Paragraph (9) which shall read as follows:

"(9) An easement for Railroad trackage shall be reserved by the corporation in this subdivision, being a strip of land twenty-eight (28) feet in width and lying parallel to and immediately adjoining the Easterly Right of Way line of the Southern

Pacific Railroad, extending from the Northerly boundary of Lot 1 of said subdivision to the Southerly boundary of Lot 22 in said subdivision. Utility easements shall be permitted within the reserved area at such location as shall provide the best use of said reserved strip, keeping in mind that a railroad spur is contemplated to serve certain lots in said subdivision."


The Declaration and Establishment of Restrictions and Protective Covenants of Freeway Industrial Subdivision shall not, at this time, be amended in any other respect and shall except for this amendment be as previously executed and recorded.

IN WITNESS WHEREOF, OMNI ENTERPRISES, INC., successor in interest to A'NP AIRPILOTS, INC., has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereunto affixed, this 2 day of Oct, 1975.

OMNI ENTERPRISES, INC.
BY [Signature]
Tom Borst, President

STATE OF ARIZONA)
) ss.
County of Pima)

This instrument was acknowledged before me this 8 day of October, 1975, by TOM BORST, as President of OMNI ENTERPRISES, INC., as the act of such corporation.

[Signature]
Notary Public
DAVID M. WATERMAN


My commission expires:
My Commission Expires November 19, 1978