



Covenants, Conditions, and Restrictions (CCRs) for GREEN VALLEY FAIRWAYS NO 3 475-763

Recorded by Pima County Recorder's Office in 1968

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
Witness my hand and Official Seal ANNA SOLLINGER
County Recorder

No. 2332
Book 3159 Page 115-122
Date: 1968 JAN 11 AM 9 59

INDEXED	PAID	FILED
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Request of ARIZONA LAND TITLE & TRUST CO.
By *James Buchanan* Deputy
Fee: 2.00

GREEN VALLEY FAIRWAYS,
UNIT NO. 3

File No.
RESTRICTIONS
Dated:
Filed:
Recorded Docket: Page:

DECLARATION OF ESTABLISHMENT
OF
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona corporation, as TRUSTEE under Trust Number 6659-T, hereinafter referred to as the owner, being the owner of the following described real estate situated in Pima County, State of Arizona;

GREEN VALLEY FAIRWAYS UNIT NO. 3, Lots 475 through 763 inclusive, as recorded in the Book of Maps and Plats, Book No. 18, Page 51, in the Office of the Recorder, Pima County, Arizona,

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 property and each and every lot shown on the said map and plat thereof shall be used, improved, occupied, owned, sold and conveyed, and does hereby declare that henceforth said property 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 other parcel thereof as the dominant tenements, as follows, to-wit:

1. Each and every lot shall be used for private residence purposes only, and no structure whatever other than one first-class, private-one-family residence, together with private garage shall be placed or maintained on any lot.

2. 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.

6659 T



No room or rooms in any residence may be rented or leased to others by the owner or owners of any lot; nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire lot, together with its improvements.

3. No temporary house, house trailer, tent, garage, or other out building shall be placed or erected upon any part of said property, and no residence placed or erected on any lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plan (as hereinafter provided) nor shall any residence, when completed, be in any manner occupied until made to comply with all requirements, conditions and restrictions set forth herein, provided, however, that during the actual construction or alteration of a building on any lot, necessary temporary buildings for storage of materials, etc., may be erected and maintained by the person doing such work. The work of constructing, altering or remodeling any building on any part of said property shall be prosecuted diligently from the commencement thereof until the completion thereof.

No garage, nor other building or structure shall be erected, placed or maintained on any lot until the construction and completion of the principal residence thereof, except that the necessary out-buildings, garage, or other structures relating to the main residence may be simultaneously constructed, provided, however, that nothing herein contained shall be construed to prevent the incorporation and construction of a garage in and as part of such residence.

4. No building of any nature shall be removed from without said property to any lot within said property without the consent of the Architectural Committee; and in the event a building shall be so placed from without on any lot, said building shall comply in all respects with each and every provision of this declaration of conditions and restrictions relating thereto.

5. 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 that the owners hereinabove named reserve the use of one or more lots on which they may maintain the necessary structures and tanks for the supplying of water in this subdivision.

6. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or on or in any building erected thereon, other than a name plate of the occupant of any residence, and provided such name plate shall be approved by the Architectural Committee; except that signs advertising the property by the undersigned owners, or his agents, or assigns during the development stage will be permitted.

7. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property.

Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas and fuel oil, gasoline or oil, must be buried or walled in to conceal them from the neighboring lots, roads or streets. All evaporative coolers and air conditioning units shall be installed only as approved by the Architectural Committee. Clothes lines, equipment, service yards, wood piles or storage piles shall be walled in or kept screened by adequate planting or other means in such manner as to conceal them from the view of neighboring lots, roads or streets.

8. 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 otherwise. 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 nuisance to the neighborhood or occasion any noise or odor which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties. All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition. No container shall be kept at any time in view of any other lot or street but shall be buried with its top flush with the established grade or enclosed by an approved wall fence or other structure.

9. No cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be kept or maintained on any part of said property. This restriction shall not be construed however, as prohibiting the keeping of ordinary domestic pet fowls or animals upon said property.

10. No lot or lots shall be subdivided except for the purpose of combining the resubdivided portions with another adjoining lot or lots, provided that no additional lot is created thereby. Any ownership or single holding by any person comprising part or parts of one or more adjoining lots shall, for all purposes of this declaration of conditions and restrictions, be deemed as constituting a single lot.

11. No principal dwelling shall be permitted on any lot at a cost of less than \$8,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet for a one-story dwelling.

12. All building plans for any building, wall, fence, coping or other structure whatsoever to be erected on or moved upon or to any part of said property, and the proposed location thereof on any lot, and the exterior color scheme thereof, any changes after approval thereof, and any remodeling, reconstruction, alteration, or

additions to any building or other structure on any lot in said property shall be subject to approval in writing of the Architectural Committee. Awnings, sun shades, and landscaping shall receive approval of the Architectural Committee.

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 the Architectural Committee complete sets of plans and specifications for said 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 plot plan showing the location on the property in question of the building, wall, fence, coping or other structure proposed to be constructed or altered, together with the proposed color scheme thereof.

The Architectural Committee shall either approve or disapprove said plans and specifications within thirty days from the receipt thereof. One set of said plans and specifications, with the Architectural Committee's or agent's approval or disapproval endorsed thereon, shall be delivered to the person submitting said plans and specifications by the Architectural Committee or agent; and the other copy thereof shall be retained by the Architectural Committee. If said Architectural Committee shall fail in writing to approve or disapprove of such plans and specifications within thirty days after the delivery thereof to him, and no action has been instituted to enjoin the doing of the proposed work, the provisions of this paragraph shall be deemed waived.

Said Architectural Committee shall have the right to disapprove any plans and specifications submitted to them 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 or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, or if the plans and specifications are incomplete. The decision of such Architectural Committee shall be final.

Neither the undersigned nor the Architectural Committee shall be responsible in any way for any defects in any plans or specifications submitted in accordance with the foregoing, nor for any structural defects in any building or structure erected according to such plans or such specifications.

The Architectural Committee is composed of Charles C. Richardson, F. Darrell Lance, and James Smith. The majority of the Committee may designate a representative to act for them. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

13. Any building or structure other than a wall or fence erected or placed upon any lot shall be set back the following prescribed distance from lot lines:

a. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line.

b. No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.


c. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

14. No wall, coping, or fence may be erected or maintained except upon specific approval by the Architectural Committee or agent. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Easements for installation and maintenance of drainage facilities are reserved as shown on the recorded plat and over the rear and side five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels or swales in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot. No overhead utilities or television antennas, or other similar structures, shall be erected and maintained on any lot without the written approval of the Architectural Committee.

16. No mail boxes shall be erected or maintained on any lot or any other dedicated or public area.

17. 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 days from and after the date that the undersigned or other property



owner shall have notified in writing the owner or lessee in possession of the lot upon which such 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 attorneys fees and damages.

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

18. No delay or omission on the part of the undersigned or its successors or assigns in interest, as owner of the reversionary rights herein specified or the owner or owners of any other lot or lots in the said property in exercising any right, power or 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, their successors or assigns, for or on account of their failure 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.

19. 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.

20. When the property owners in the GREEN VALLEY FAIRWAYS UNIT NO. 3 subdivision have organized and created a property owners association for governing and regulating the affairs of the subdivision and when the same has been approved by the undersigned, then the undersigned shall have the right to assign, transfer and set over unto such property owners association the right to enforce, license and regulate the restrictions in connection with said subdivision. The undersigned shall have the right to approve the Articles of Incorporation and the By-Laws prior to incorporation of said association.

The undersigned hereby gives the Green Valley Fairways Property Owners Association, an Arizona corporation, the right to extend its jurisdiction to include Green Valley Fairways Unit No. 3, prior to January 10, 1968. If this right of extension is exercised, all references in these deed restrictions to "the association" shall be a reference to the Green Valley Fairways Property Owners Association. If this right of extension is not exercised, the

property owners in Green Valley Fairways, Unit No. 3, shall have the right to organize and create a property owners association for governing and regulating the affairs of the subdivision. If said owners form an association, all references in these restrictions to "the association" shall be a reference to such owner formed association.

After either the Green Valley Fairways Property Owners Association has extended its jurisdiction to include Green Valley Fairways, Unit No. 3, or the owners of property have formed their own association, the undersigned shall have the right to assign, transfer and set over unto the association the right to enforce, license and regulate, the restrictions in connection with said subdivision.

Every purchaser of a lot within this subdivision, by the payment of the purchase price and acceptance of a deed therefor, shall thereby become a member of the association. The association shall hold title to such passageways, easements, drives, streets, avenues, roads, courts, parks, and facilities in Green Valley Fairways as may be conveyed to the association by the undersigned.

All individual lot owners and members of their immediate family or their legal tenants in any Green Valley Fairways subdivision, which may hereafter be recorded, shall be entitled and have the right to use all said passageways, easements, drives, streets, avenues, roads, courts, parks, and facilities, subject, however, to such rules and regulations governing said use as may be set forth in the by-laws of the association, and, provided, however, that if at any time title to any lot in Green Valley Fairways, Unit No. 3, is conveyed to a corporation, a trustee, a partnership, or to more than two individual persons, then the privileges and benefits herein granted shall be available to only one stockholder of said corporation and his family, one trustee and his family, one partner and his family, and not more than two individual owners of a lot and one of their families. All passageways, easements, drives, streets, avenues, roads, courts, parks, and facilities which have been dedicated to the public shall not be considered or construed to be private.

Each purchaser of a lot, by the payment of the purchase price and acceptance of a deed therefor, further agrees for himself, his heirs and assigns, to pay to the association the assessments levied by the association for the purpose and purposes for which it was organized, the amount of said assessment not to exceed \$1.00 per year unless said amount is changed by a majority of the members of the association present at any legally called meeting, said assessments to be payable to the treasurer of said association at such bank or trust company as he shall designate, or other place of payment as shall be designated in writing by the treasurer of the association. In event of default in payment of aforesaid assessment, every such purchaser further agrees, authorizes and empowers the said association, its officers, successors and assigns to assert a lien against his or her lot and to file on behalf of the association a Notice of Lien with the office of the Recorder of Deeds of Pima County, Arizona, for the amount of such lien.

21. A project sales office may be erected on one lot in the subdivision and the use of such office shall be limited to the sale of lots and homes in the subdivision.

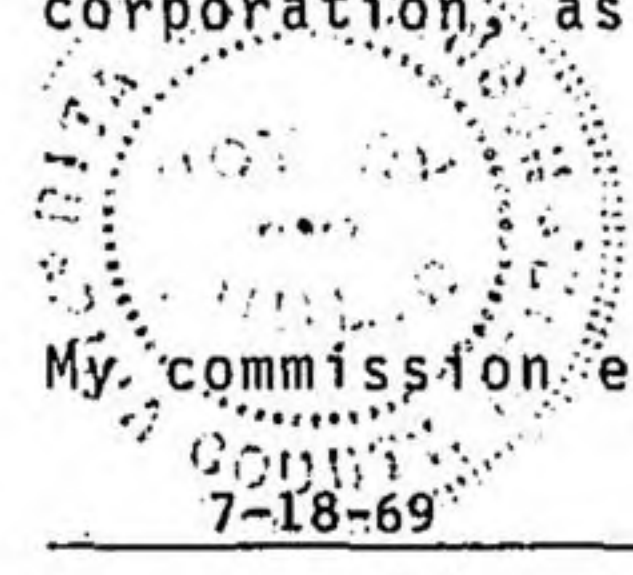
22. The aforesaid provisions, conditions, restrictions and covenants, and each and all thereof, shall run with the land and continue and remain in full force and effect at all times and against all persons until January 1, 2000 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the owners of record of the lots in said subdivisions it is agreed to change the said covenants in whole or in part.

ARIZONA LAND TITLE AND TRUST COMPANY,
AS TRUSTEE UNDER TRUST NO. 6659-T,

By *D. M. Gooder*
Trust Officer

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 10th day of January, 1968, by D. M. GOODER as Trust Officer of ARIZONA LAND TITLE AND TRUST COMPANY, a corporation, as an act of such corporation.


My commission expires:
7-18-69

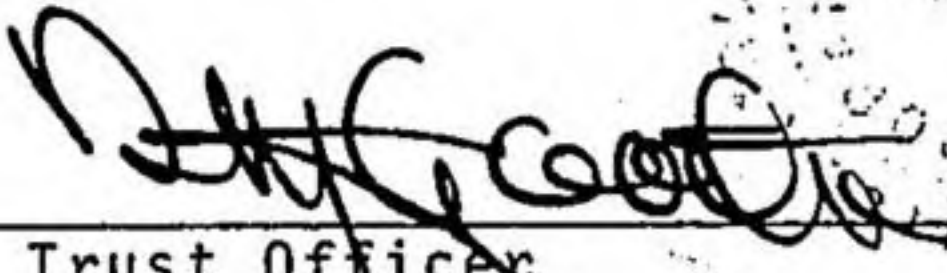
Lita M. Atkinson
Notary Public

21. A project sales office may be erected on one lot in the subdivision and the use of such office shall be limited to the sale of lots and homes in the subdivision.

22. 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, 2000 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the owners of record of the lots in said subdivisions it is agreed to change the said covenants in whole or in part.

ARIZONA LAND TITLE AND TRUST COMPANY,
AS TRUSTEE UNDER TRUST NO. 6659-T,


By

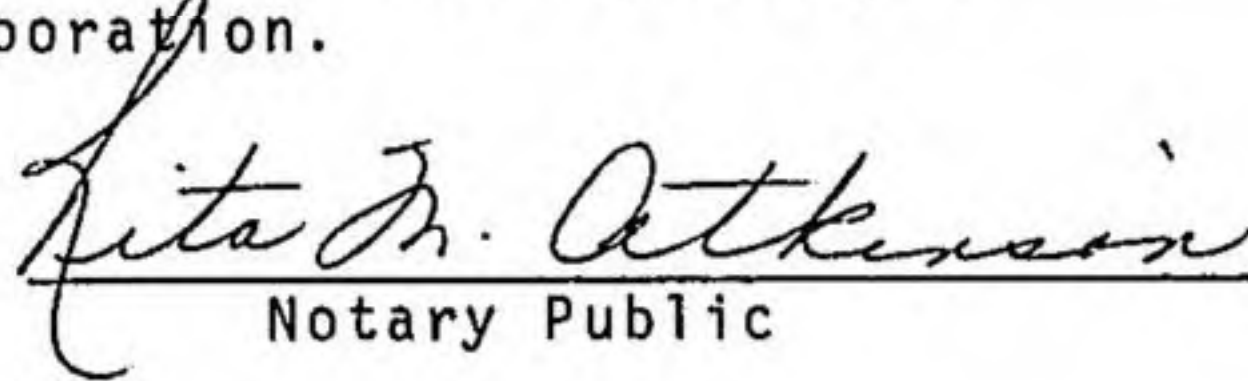

Trust Officer

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 10th day of January, 1968, by D. M. GOODER as Trust Officer of ARIZONA LAND TITLE AND TRUST COMPANY, a corporation, as an act of such corporation.

My commission expires:


7-18-69


Notary Public