



Covenants, Conditions, and Restrictions (CCRs) for INDIAN RIDGE TERRACE 33-109

Recorded by Pima County Recorder's Office in 1958

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.

DECLARATION OF ESTABLISHMENT
OF
CONDITIONS AND RESTRICTIONS
OF INDIAN RIDGE TERRACE

KNOW ALL MEN BY THESE PRESENTS:

That PHOENIX TITLE & TRUST COMPANY, an Arizona corporation, as Trustee, under the provisions of Trust Agreement No. 6001, hereinafter referred to as the Owner, being the Owner of all that certain tract of land situated in the County of Pima, State of Arizona, described as follows, to-wit:

Lots 33 to 109 inclusive of Indian Ridge Terrace, a Subdivision of Pima County, Arizona, according to the Map or Plat thereof recorded in the Office of the County Recorder of Pima County, Arizona, recorded in Book 13, page 48..

DO HEREBY CERTIFY AND DECLARE that they have established, and do hereby establish, a general plan for the improvement, development, ownership, use and sale of said property so owned by them, and each and every part thereof, and do 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 do 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-story, private, one-family residence, together with customary garage or other outbuilding shall be erected, placed or maintained on any lot.

No business of any nature (except as hereinafter set forth) 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 a portion of any residence as to the office of a physician or surgeon employing on said premises not more than one assistant.

2. 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.

3. 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.

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

5. 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.

6. 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, comfort, or serenity of the occupants of neighboring properties.

7. No separate or detached garage or other outbuilding shall be erected or placed within fifty feet of front property line nor at any location which has not been authorized in writing by the owner, their authorized agent or architect.

8. No building of any nature shall be removed from without said property to any lot without the written consent of the owner, their authorized agent or architect.

9. Every resident shall have at least twelve hundred (1200) square feet floor space. Any building constructed shall be placed on the lot in strict conformance with Pima County zoning restrictions.

10. 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 S. 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 of 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 of 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 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 in writing to approve or disapprove of such plans and specifications within thirty days after the delivery thereof to them 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 of such 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 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 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 10 hereof shall be enforced.

11. 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 all times and against all persons until January 1, 1978 at which time they shall be automatically extended for a period of ten 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 a termination or modification of the same.

12. 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 branch thereof, if continued for a period of thirty days from and after the date that the owner 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 attorney's fees.

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 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.

13. No delay or omission on the part of the owner or the owner or owners of any lot or lots in 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 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.

14. 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.

15. 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 initial sale of lots in said Indian Ridge Terrace, a sales office and construction yard and billboards or signs advertising said lots for sale.

16. No residence together with customary garage or other outbuilding shall be erected, placed or maintained on any part of herein described property unless the area of said parcel shall be in conformity with CR-2 zoning regulations of Pima County, Arizona, in existence at this date.

IN WITNESS WHEREOF, said PHOENIX TITLE & TRUST COMPANY, an Arizona corporation, as TRUSTEE, as an Act of such corporation, has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed this 29th day of Dec., 1958.

ATTEST:

PHOENIX TITLE & TRUST COMPANY,
an Arizona corporation

Willard B. Fleming
Assistant Secretary

BY: W. H. Benecke
Vice President

STATE OF ARIZONA)
County of PIMA) ss.

On this, the 29th day of Dec., 1958, before me, the undersigned officer, personally appeared F. H. Benecke and Willard B. Fleming who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of the Phoenix Title and Trust Company, a corporation, and that they as such Vice President and Assistant Secretary, respectively, being authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by themselves as Vice President and Assistant Secretary, respectively.

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

My commission expires, Commission Expires Feb. 12, 1960

Willard B. Fleming
Notary Public

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