



Covenants, Conditions, and Restrictions (CCRs) for LAZY C RANCH ESTATES NO 1

Recorded by Pima County Recorder's Office in 1960

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. 62548

Book

1659

Page

25-35

Witness my hand and Official Seal.

ANNA SULLINGMR.
County Recorder

Date

1960 AUG 23 AM 8:58

Request of:

MICSON TITLE INSURANCE COMPANY

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By *H. Nelson*
Deputy

Fee:

9.25

DECLARATION OF ESTABLISHMENT OF
CONDITIONS, RESERVATIONS AND RESTRICTIONS
FOR

LAZY C RANCH ESTATES
NO. 1

MISCELLANEOUS

KNOW ALL MEN BY THESE PRESENTS:

That WARWICK H. LAMBIE and DOROTHY S. LAMBIE,
husband and wife, being the owners, and hereinafter re-
ferred to as the owners, of the following described pro-
perty:

Part of the SE $\frac{1}{4}$, Section 25, and of the
NE $\frac{1}{4}$, Section 36, T. 13 S., R. 12 E., G.
& S. R. E. & M., Pima County, Arizona,
as shown by that certain subdivision
plat of part of said sections of record
in the office of the County Recorder,
Pima County, Arizona, known as Lazy C
Ranch Estates No. 1.

do hereby declare:

That they have established and do hereby es-
tablish a general plan for the improvement and develop-
ment of said property and do hereby establish the pro-
visions, conditions, restrictions and covenants upon
and subject to which all lots and portions of lots in
said property shall be improved or sold and conveyed by
them as owners thereof; each and all of said provisions,
conditions, restrictions and covenants is and are for
the benefit of each owner of land in said property, or
any interest therein, and shall inure to and pass with
each and every parcel of said property and shall apply
to and bind the respective successors of said property
and shall apply to and bind the respective successors
in interest of the present owners thereof; said provi-
sions, conditions, restrictions and covenants are and
each thereof is imposed upon said land therein as the

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dominant tenement or tenements, as follows:

1. Said property and the whole thereof shall be used for private residential purposes only; no building or structure intended for or adopted to business purposes and no apartment house, double house, flat building, lodging house, rooming house, hospital, sanitarium or doctor's office shall be erected, placed, permitted or maintained on said property or on any part thereof.

2. No improvement or structure whatever, other than one first class private dwelling house, patio walls, swimming pool and customary outbuilding, including but not limited to a private stable, garage, carport, servants' quarters or guest house, may be erected, placed or maintained on any lot in said property.

3. The native growth of said property shall not be permitted to be destroyed or removed except as necessary for the construction and maintenance of roads, driveways, residences, the customary outbuildings and within walled-in patios or service yards. In the event such growth is removed, except as stated above, the reversionary owner hereinafter described may require the replanting or replacement of same.

4. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property; provided, that nothing herein shall prevent the reversionary owner, their heirs or assigns, from erecting, placing or permitting the placing of tanks and other water system apparatus on said property for the use of the water company serving said property. Any tanks for use in connection with any residence constructed on said property,

including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, roads or streets. All clotheslines, garbage cans, equipment, wood piles or storage piles shall be walled in to conceal them from the view of neighboring lots, roads or streets.

5. No building, structure, fence, hedge, out-building, etc., shall be located closer than forty feet from any lot or property line, except for driveway entrance; in addition, all such improvements and structures shall be set back a minimum of one hundred fifty feet from the center of Camino Del Oeste; provided, further, that all such improvements and structures on Lazy C Drive and on all subdivision roads shall be set back a minimum of one hundred feet from the center of any such road designated as a county road; provided, however, that this provision shall not apply to any structure or improvement in existence or under construction prior to the designation of any road as a county road.

6. All electrical service and telephone lines from the utility company pole line shall be placed underground and no outside electrical lines shall be placed overhead; provided that this requirement may be waived by the reversionary owner, their heirs or assigns, however, one such waiver shall not constitute a waiver as to other lots or lines. No more than one exterior radio and/or television transmission and/or receiving antenna shall be erected, placed or maintained on any part of said property.

7. No more than one horse per commercial acre

may be kept on any lot in said property. Ponies and like equine animals are included in the term "horse". Four varieties of customary household pets (including birds) may be kept on any lot in said property; provided, however, that no more than four pets of any one Variety will be permitted and that domestic fowl may not be kept on said property, excepting fish.

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 to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

9. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or on any building erected thereon, other than a name plate of the occupant of any residence upon which his professional title, if he is a physician or surgeon, may be also added, and provided that no such sign or name plate shall exceed a size of two square feet.

10. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum or hydrocarbon products or substance be produced or extracted therefrom.

11. The said first class private dwelling house

erected upon any such lot shall be constructed of stucco masonry, burnt adobe, stone, clay brick, part redwood or such other exterior building materials as shall be approved in writing by the reversionary owner, with either a gravel, shake or mission tile roof; no white or aluminum roofs shall be permitted. All cooling units shall be concealed, and if such units are to be placed, installed or maintained on the roof of any building or structure, the plans for the concealment thereof are to be approved in writing by the reversionary owner. Rental of any guest house is prohibited, the occupancy thereof being limited to either guests or servants.

12. No residence placed or erected on said property shall be occupied in any manner while in the course of construction, or at any time prior to its being fully completed as herein required. No garage or other outbuilding shall be placed, erected or maintained upon any part of said property except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such dwelling house.

13. A residence, even though completed, shall not be occupied in any manner until made to comply with the approved plans, the requirements herein and all other conditions and restrictions herein set forth; all construction shall be completed within six months from the start thereof; provided, that the reversionary owner may extend such time when conditions warrant

same. No temporary house dwelling, garage, out-building, trailer-home or other structure shall be placed or erected upon any lot.

14. All building plans for any building, fence, wall or structure to be erected upon any lot, and the proposed location thereof, upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration or addition to any building, or other structure upon any lot in said property, shall require the approval in writing of the reversionary owner, or their agent or architect. Before beginning the construction of any building, fence, wall, coping or other structure whatsoever, or remodeling, reconstruction or altering such structure upon any lot, the person or persons desiring to erect, construct or modify the same shall submit to the reversionary owner, their heirs or assigns, or their agent or architect as directed, drawings of building plans and specifications for the building, fence, wall, coping or other structure, as is applicable, so desired to be erected, constructed or modified, and no structure of any kind, the plans, elevations and specifications of which have not received the written approval of said reversionary owner, their heirs or assigns, or their agent or architect, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot.

Approval of such plans and specifications shall be evidenced by the written endorsement made on said plans and specifications, a copy of which shall be delivered within 30 days to the owner or owners of the lot upon which said prospective building, road, driveway or other structure is contemplated prior to the beginning of said construction. No changes or deviations in or from said plans and specifications as approved shall be made without the written consent being first had. The reversionary owner, their heirs or assigns, their agent or architect, shall not be responsible for any structural defects in said plans or specifications, nor in any building or structure erected according to said plans and specifications. The reversionary owner, their heirs or assigns, may waive the set back provisions contained in item numbered 5 herein.

15. Nothing herein shall be construed to prevent the reversionary owner, their heirs or assigns, from erecting, placing or maintaining sign structures and offices as may be deemed necessary by them for the operation of the subdivision.

16. Drainage ways shall conform to the requirements of all lawful public authorities, including the County Engineer of Pima County, State of Arizona, to the full extent of the authority given him by law.

17. Bermuda grass shall not be grown on any lot.

18. No commercial vehicles, construction or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless first approved by reversionary owner and kept in

a garage completely enclosed.

19. No lot subject hereof shall be resubdivided.

20. The reversionary owners herein mentioned are Warwick H. Lambie and Dorothy S. Lambie, husband and wife, and in the event of the death or inability of either of them to act, then their personal representatives, heirs, assigns, or Robert J. Canfield.

All of the aforesaid conditions and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in said property, however his title thereto may be acquired, until the commencement of the calendar year of 2000, on which date the said conditions and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on said property or any owner thereof; provided, however, that said conditions and restrictions shall be automatically extended for a period of ten years, and thereafter in successive ten year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the lots in said subdivision shall by written instrument duly recorded declare a termination of the same. Although the conditions, restrictions and covenants may expire as aforesaid, any and all reversions for breach of said conditions or restrictions committed or suffered prior to said expiration shall be absolute.

PROVIDED, that a breach of any of the provisions, conditions, restrictions and covenants hereby established shall cause the real property upon which said breach occurs to revert to the reversionary owner, their heirs

and assigns in-interest as the owner of such reversionary rights herein provided for, and the owner of such reversionary rights shall have the right of immediate re-entry upon such real property in the event of any such breach, and as to each lot owner in said property, the said provisions, conditions, restrictions and covenants shall be covenants running with the land and the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by the owner of the reversionary rights or by any owner of another lot in said property, but by no other person;

PROVIDED FURTHER, that should the owner of the reversionary rights employ counsel to enforce any of the foregoing provisions, conditions, restrictions or covenants, or re-entry by reason of such breach, all costs incurred in enforcing these restrictions, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots, and the owner of such reversionary rights shall have a lien upon such lot or lots to secure payment of all such amounts;

PROVIDED FURTHER, that the breach of any of the foregoing provisions, conditions, restrictions or covenants or any re-entry by reason of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure,

trustee's sale or otherwise;

PROVIDED FURTHER, that no delay or omission on the part of the owner of the reversionary rights or the owners of other lots in said property in exercising any right, power or remedy herein provided, in the event of any breach of the conditions, restrictions, covenants or reservations 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 owner of the reversionary rights for or on account of their failure to bring any action on account of any breach of said provisions, conditions, restrictions or covenants or for imposing restrictions herein which may be unenforceable by the owner of said reversionary rights;

PROVIDED FURTHER, that in the event any one or more of the conditions and restrictions hereinbefore set forth and contained shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of said conditions and restrictions not so declared to be void, but all the remaining restrictions not so expressly held to be void shall continue unimpaired and in full force and effect;

PROVIDED FURTHER, that said property shall be subject to any and all rights and privileges which the City of Tucson or the County of Pima, Arizona, may have acquired through dedication or the filing or recording of maps or plats of said property, as authorized by law,

and provided further, that no conditions, restrictions or privileges or acts performed shall be in conflict with any County Zoning Ordinance or Law;

PROVIDED FURTHER, that in the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which, the same shall be effective, then in that event said terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 10th day of August, 1960.

Warwick H. Lambie
Warwick H. Lambie

Dorothy S. Lambie
Dorothy S. Lambie

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

On this the 10th day of August, 1960, before me, Margaret Harck, the undersigned officer, personally appeared Warwick H. Lambie and Dorothy S. Lambie, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

My commission expires:
4/16/63

Margaret Harck
Notary Public

