



Covenants, Conditions, and Restrictions (CCRs) for LORENA HOMESITES Recorded by Pima County Recorder's Office in 1945

DISCLAIMER

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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.

or to any one or more of said owners, if more than one, at any other location, and that the above written notice may be given by regular mail, postage prepaid, addressed to the said owner or owners at the address of the above property or at the address or addresses where said owner or owners actually reside, at the option of the City.

That the City of Tucson does not hereby warrant its title to said sewer line and I hereby waive any right, claim or claims for breach of contract, damages, or other claim or legal action of any kind against the City, should said City be hereafter prevented from furnishing said service through said sewer line by reason of legal or other obstacles beyond its control. I further understand that any water service furnished hereunder to premises outside the limits of the City of Tucson is subject to the primary obligation of the City to use all or as much as is required of its facilities for the benefit of the residents and real property owners within the corporate limits of the City.

To furnish any and all necessary easements required to supply water service to the above described premises at a point on the boundary thereof to be designated by the City.

That any and all pronouns referring to the applicant or applicants shall be construed to include masculine, feminine and neuter gender and plural or singular number.

That upon your acceptance, this application shall be and become a binding contract upon me and my heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of March A. D., 1945.

Ramon Garcia

STATE OF ARIZONA)
COUNTY OF PIMA)^{ss}

This instrument was acknowledged before me this 8th day of March A. D., 1945.

(NOTARY SEAL)

My Commission Expires May 20, 1946

Vinita Potter

Accepted this 8 day of
March A.D., 1945.
G G Sykos
City Engineer

Filed and recorded at request of City of Tucson Mar 9 at 12:40 PM 1945

#3853

Anna Sullinger, County Recorder,

By *Josephine Benton* Deputy.

COMPARED
Read by *[Signature]*
Read to *[Signature]*

JB

DECLARATION OF ESTABLISHMENT OF RESTRICTIONS,
CONDITIONS, COVENANTS AND RESERVATIONS.

KNOW ALL MEN BY THESE PRESENTS:

That we, Walter E. Murphey, Jr., and Helen A. Murphey, husband and wife, owners of the lots (hereinafter referred to as "lot", or "lots", "plot", or "plots" and "property" or "said property"), described as follows, to-wit:

Lots 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, the east 57.9 feet of 21, all of lots 24, 25, 27, 28, 31, 32, 34, ³⁵43, 44, 45, 48, 49, All of lot 50 except the east 65 feet thereof, 51, 52, 60, 61, 62, the west 61.3 feet of lot 63, all of lots 65, 66, 67, and 68 of Palo Verde Resubdivision in Pima County, Arizona, according to the official map and plat thereof of record in the office of the County Recorder of Pima County, Arizona, in book 6 of records of maps and plats at page 77 thereof, (said lots 14, 25, ⁵⁰ and 61 having a width of 79.25 feet, determined by actual measurement on the ground, instead of 70 feet as shown on said map and plat), do hereby certify and declare that they have established and do hereby establish 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 and each and every lot hereinbefore specifically described, shall henceforth be occupied, used, owned and conveyed subject to ~~which~~ such said restrictions, conditions, and covenants, all of which are fully hereinafter set forth

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and all of which are for the benefit of the present and future owners of any of said lots as follows, to-wit:

(1) All of said property shall be used for private residential purposes only; and, only one structure built for one-family residence with the customary outbuildings, servants quarters, including a garage, may be erected, placed or maintained on any lot of said property. No outbuilding shall be used, rented, leased or loaned or occupied for any living purposes except by a non-paying guest or by a servant actually employed by the one family or party, using the said one-family dwelling house above mentioned. No plumbing or other facilities for cooking shall be installed, placed or used for cooking or kitchen purposes in any of said outbuildings.

A building plot may be less than a full lot as shown on said map and plat, but any such building plot shall not be less than sixty-five hundred (6500) square feet in area nor a width of less than 53.8 feet at the front building set-back line. No two adjoining lots, regardless of their present size, shall be subdivided for the purpose of making three lots or "plots". No part of said property shall be subdivided or changed from its present plan to provide for any building plot to have its principal "front", "frontage" or "facing" to the east or west. Any ownership or single holding comprising all of one lot and part (or parts) of one or more adjoining lots shall be considered as one lot or plot within the meaning of the words "lot" or "plot" as used herein. No two-story residences, garages and/or outbuildings may be constructed or maintained on said property.

(2) No business of any nature shall be conducted on any part of said property. No structure ~~xxxxxxxx~~ on said property shall be used as double-houses, duplexes, flat buildings, apartments, rooming houses, hotels, lodging houses, motor court, hotel, hospital, sanitorium, sanita-
~~rium, resthome/~~ ^{or resthomes,} ~~xxxxxx~~ mercantile building, warehouse or material(s) storage building/ ~~xxxxxxx~~
 nor shall any yard area be used for any of said purposes. Nothing herein contained shall be held to prevent a professional person from using one or more rooms of a private residence building as his (or her) OFFICE, if said residence building is designed for, constructed for, and occupied as a regular or customary, one-family, private residence.

(3) All buildings shall be erected in accordance with the building code of the City of Tucson, Arizona, in effect at the time such building is erected. All buildings, and other improvements, shall be of the architectural design native to Southern Arizona, to-wit: Spanish, Moroccan, Mexican, Indian or Early Californian, and Modernistic variations of the same. All residences, outbuildings, garages and other structures permitted in said property by this instrument shall be of brick, adobe (stuccoed or plastered-inside and outside), concrete, or cement bricks or blocks. All masonry wall exterior surfaces shall be either stuccoed or painted with not less than 2 coats or applications (except for brick and/or tile trim material). No frame, frame stuccoed, iron or sheet-metal-clad buildings shall be erected, placed upon or maintained upon said property. Garages and other outbuildings must be of the same style, and have the same architecture, as the dwelling house to which they are appurtenant.

(4) No tents, shacks, automobile or other trailers, or temporary structures shall be constructed or used as temporary or permanent living quarters, either prior to or after the erection of a permanent dwelling. No residence structure shall be used in whole or in part for residential or living purposes ~~xxxxxxxx~~ until fully completed and finished - nor shall any building on any lot or plot be used for temporary or permanent residential use pending the completion and finishing of the said (permitted) one-family residence structure. No refuse, trash, garbage, manure, automobile or trailer parts, old cars, poles, building materials or other unsightly materials or any kind shall be allowed to accumulate on any open space on any part of any lot or plot in said property, or on any street, easement or alley within or adjoining said property. However, building materials that are hauled to any building site or plot within said property are excepted providing of course that they are owned or purchased by, intended for and will be

used for actual construction purposes of some ~~permitted~~ permitted construction project on the particular lot or plot to which (or adjacent to which) they are temporarily placed. No outside toilet or privy shall be maintained or permitted. All buildings must be completed within one year from the date of commencement of construction.

(5) All residences (exclusive of garages and/or other outbuildings) shall cost and be fairly worth such amount of money, at time of construction thereof, as would be then equivalent to the purchasing value of \$4000 as of January 1, 1937 based on the common, predominating costs of labor, materials and equipment existing on said date. However, each residence shall have a floor area of not less than 1000 square feet (using outside-of-building dimensions in calculating same), exclusive of the floor areas of basement, cellars, garages, porte cocheres, "car-ports", porches, terraces, outbuildings and steps. All construction workmanship and materials shall be first-class of their respective kinds.

(6) No residence, including porch (or terrace) areas and/or attached garages, or any part thereof, shall be constructed any closer than thirty (30) feet from the front property line, nor closer than fifteen (15) feet from the property line adjoining any side street; nor closer than seven (7) feet from any side line adjoining any other private property. No outbuilding or detached garage shall be built any closer than sixty (60) feet from the front street property line, nor closer than fifteen (15) feet from the property line adjoining a side street line, nor closer than seven (7) feet from any other side property line. No hedge shall be higher than four (4) feet if located within the front thirty (30) feet of any lot or plot in said property. No ~~yard~~ yard or patio/^{wall} or fence shall be built in or upon the front thirty (30) feet of any lot or plot in said property. No wall (except house, garage or outbuilding) or fence shall be higher than six (6) feet in or upon any lot or plot in said property. No fence shall be built of barbed wire or sheet metal clad construction. All wooden fences shall be painted or stained with not less than two good coats of material, the color of which shall be the same as the outside color of residence and outbuilding walls. All yard and/or patio walls shall be stuccoed or painted the same color as the residence outside walls.

(7) No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on said property, or any part thereof, other than very small signs relating to the sale or rental of said property.

(8) All sewage disposal plants and/or appurtenances thereto, shall conform with the standards of the Pima County Health Department, the State of Arizona Health Department, and any other law-enforcing agencies having jurisdiction thereof.

(9) No cattle, horses, burros, sheep, goats, rabbits, poultry, or other livestock or fowl, shall be kept, permitted or maintained upon said property. This paragraph shall not be construed, however, as prohibiting or in any manner interfering with the keeping of ordinary pet animals upon said property.

(10) No noxious or offensive trade or activity shall be carried on or permitted upon any lot or plot, in said property, nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood or district.

(11) No part of said property, shall be sold, conveyed, rented, leased to or occupied by any person or persons not of the white or Caucasian race, except the same may be occupied by persons employed thereon, as domestic servants thereon, by the owners or tenants of any lot or plot in said property.

(12) No derrick or other structure designed for use in boring, digging or drilling for oil or natural gas, or water, shall be erected, placed or permitted upon any part of said property. These conditions, restrictions and covenants shall each and all apply to and bind the respective successors in interest of the present and/or of all future owner or owners of said lots, and each and all of the same, and that such conditions, restrictions and covenants shall impose upon

each and all of said lots a servitude in favor of each and every owner of said property as the dominant tenement or tenements, and that said restrictions, conditions and covenants shall run with the land and continue and remain in full force and effect at all times and against all persons until January 1, 1970, at which time they shall be automatically extended for a period of ten years, and thereafter in successive ten-year periods, unless on or before the end of (or before the beginning of) one of such extension periods the owner or owners of a majority of the lots hereinbefore named or enumerated in said property in said resubdivision shall by written instrument duly recorded declare a termination of the same. The restriction set out as number "(11)" above, the same referring to racial restrictions, shall be perpetual.

All provisions herein shall be binding on all lots, plots or parcels of real estate constituting said properties (named or enumerated hereinbefore) and the owners thereof, regardless of the source of title of such owners. In the event of any breach of any or more of the provisions, restrictions, conditions or covenants herein established, the owner or owners of the lot, lots, plot or plots, upon which such breach has occurred, or has been, or is being committed, and/or continued, shall be notified in writing by the said Walter E. Murphey, Jr., and/or Helen A. Murphey, or by any of their respective heirs, administrators, executors, successors or assigns, to discontinue, correct, remove or abate the same, and if the said owner or owners shall fail and/or neglect to discontinue, correct, remove or abate such breach or breaches for a period of thirty days from and after the date he (she) and/or they have been notified, such failure and/or neglect shall cause such lot or lots, upon which said breach or breaches has (or have) occurred, and/or has (or have) been committed, and/or is (or are) being continued, to immediately revert to the said Walter E. Murphey, Jr., and Helen A. Murphey, his wife, their successors or assigns; also on account of any such breach or breaches, above set-forth, should the owner and/or lessee and/or tenant in possession of the lot, lots, plot or plots upon which the breach (or breaches) has (or have) been committed, shall not refrain from a continuance of such action and/or shall fail or neglect to correct such breach, such failure to do so after said 30 days written notice so given or sent to the said Owner, shall warrant either or both of said Murpheys, or their heirs, executors, administrators, successors or assigns or any owner or owners of any other lot, lots, plot or plots, in said property to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief is granted, the court may in its discretion award to the plaintiff, or plaintiffs, in such action his or their reasonable expenses in prosecuting such suit, including attorneys' fees.

~~RESTRICTIONS~~

PROVIDED, that any violation of the foregoing 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 covenants shall be enforceable against any portion of said property acquired by the mortgagee through foreclosure or by deed in lieu of foreclosure for any violation of the restrictions contained herein occurring after his acquisition of said property.

In the event any one or more of the conditions, restrictions, covenants and reservations herein contained shall be held and declared to be null and void, the remainder hereof shall be unimpaired and in full force and effect.

The said Walter E. Murphey, Jr. and Helen A. Murphey, his wife, reserve unto themselves their heirs, executors, administrators, successors or assigns full reversionary rights and privileges hereinbefore set forth, and they reserve the right as to any of said lots remaining unsold from time to time to make any changes they desire in these conditions, restrictions, and covenants, which they deem to be beneficial to the owners of the said lots or to such of said lots which may remain unsold.

IN WITNESS WHEREOF, the said Walter E. Murphey, Jr., and Helen A. Murphey have caused these presents to be executed this 28th day of February, 1945.

Walter E. Murphey Jr.

Helen A. Murphey

STATE OF ARIZONA }
COUNTY OF PIMA } ss.

This instrument was acknowledged before me this 28th day of February, 1945, by Walter E. Murphey, Jr. and Helen A. Murphey, his wife.

(NOTARY SEAL)

Adele L. Gates
Notary Public

My commission expires: April 5, 1947

(SEAL)

Filed and recorded at request of Murphey Realty & Mortgage Co Mar 9 at 2:47 PM, 1945
#3868

COMPARED
Read by *TMK*
Read to *AS*

Anna Sullinger, County Recorder
By *Josephine Benton* Deputy

JB&NM

CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT, Made this Twenty-sixth day of February, 1945 by and between T. B. GORDON, a single man hereinafter called "the seller," and K. D. KELLY and FAYE SALLY KELLY, his wife hereinafter called "the buyer,"

WITNESSETH: That in consideration of the mutual covenants herein contained, the seller agrees to sell and convey and the buyer agrees to purchase all that certain property, hereinafter called "said property," situate in the County of Pima, State of Arizona, described as follows, to-wit:

Lot 12 in Block 17 of Mission View Addition to the City of Tucson, 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 3 of Maps and Plats at page 21 thereof.

Subject to:

1. Taxes for the year 1945.
2. Contract for the Sale of Real Estate between Evo De Concini and Ora DeConcini, his wife, to T. B. Gordon, a single man, dated May 18, 1944 and recorded July 15, 1944 in the office of the County Recorder of Pima County, Arizona, in Book 84 of Miscellaneous Records at page 436, upon the following terms and conditions:

The purchase price of said property which the buyer agrees to pay is the sum of ELEVEN THOUSAND and no/100 (\$11,000.00) Dollars, payable as follows:

\$2,000.00 In cash, receipt of which is hereby acknowledged.

\$1,446.32 By the Buyer assuming the balance of a certain contract for the sale of real estate dated May 18, 1944 between Evo DeConcini and Ora DeConcini, his wife, the Seller and T. B. Gordon, a single man, the Buyer. Said contract was recorded July 15, 1944 in the office of the County Recorder of Pima County, Arizona in Book 84 of Miscellaneous Records at page 436, together with interest at the rate of 6% per annum on the unpaid balance of said contract from time to time in monthly instalments of not less than \$55.00 on the 18th day of each and every month until said contract is paid.

\$7,553.68 Being the balance of the within purchase price with interest at the rate of 6% per annum on the unpaid balance of said purchase price from time to time in monthly instalments of not less than \$70.00; the first instalment shall be payable on the 18th day of March, 1945 and on the 18th day of each and every month thereafter until the balance of said purchase price is paid.