



## Covenants, Conditions, and Restrictions (CCRs) for LUTHMAN-RHODES Recorded by Pima County Recorder's Office in 1956

### **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.*

1047 PAGE 286

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BOOK 1047 PAGE 286

STATE OF ARIZONA  
COUNTY OF PIMA

I hereby certify that the within No. instrument was filed for record in Pima County, State of Arizona

1047  
1956 OCT 19 PMP 2:52

Witness my hand and official seal.

ANNA SULLIVAN  
County Recorder

Date: \_\_\_\_\_

Pages 286 + 287

Indexed	Filed	Blotted
<i>[initials]</i>		

*[Signature]*  
Deputy

TUCSON TITLE INSURANCE COMPANY

Fee: \_\_\_\_\_

250

MISCELLANEOUS

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That TUCSON TITLE INSURANCE COMPANY, an Arizona corporation, as Trustee under Trust Agreement dated the 15th day of October, 1956, known as Trust No. 132505, being the owner in fee simple of that certain tract of land known as:

Lots 1 to 15, inclusive, in LUTHERMAN-RHODES SUBDIVISION, 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 9 of Maps and Plats at page 122 thereof; and

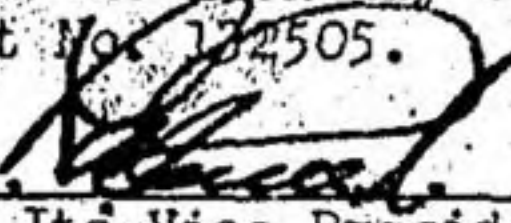
does hereby establish a general plan for the improvement, development, ownership, use sale of said property and each and every part thereof, and does hereby establish the manner, conditions and covenants upon and subject to which said property shall be used, owned, sold and conveyed and does declare that henceforth said property shall be used, owned, sold and conveyed subject to the instructions, conditions and covenants herein set forth which shall bind the present owner, its successors and assigns, and the successors and assigns and the successors in interest of said lots, all of which shall constitute a servitude in favor of each and every lot in said property. The restrictions, conditions, covenants, and reservations applying to the above mentioned lots are as follows:

1. No business of any nature shall be conducted on any part of said property, 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, sanitarium or doctor's office shall be erected, placed permitted or maintained on said property or any part thereof. No billboards or advertising sign of any character shall be erected, placed, permitted or maintained on said property, or any part thereof other than reasonable signs relative to the sale or rent of said property or portions thereof. The original grantor shall be the sole judge of the reasonableness of said signs.
2. No derrick or other structure designed for use in boring oil or natural gas, petroleum, asphaltum or hydro carbon products or substances shall be produced or extracted therefrom and no well shall be bored or dug for water except by a company authorized to supply water for residences in said subdivision.
3. 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 trailer, tent, basement garage or any other outbuilding shall be placed, erected, or maintained upon any part of said property except in connection with a residence constructed or under construction at the time said garage or other outbuilding is erected upon said property.
4. No cattle, sheep, hogs, horses, rabbits, poultry or other livestock shall be kept or maintained upon said property or any part thereof. This paragraph shall not be construed, however, as prohibiting or in any manner interfering with the keeping of ordinary domestic pet animals upon said property.
5. No structure whatever other than one first class private one-family residence with the customary outbuilding shall be created, placed or maintained on any lot that is affected by these restrictions.
6. No residence, exclusive of open porch, garage, carport, and other auxiliary buildings shall contain less than eight hundred and fifty (850) square feet.
7. An ownership or single holding comprising parts of two adjoining lots containing not less than sixty (60) feet of frontage, or all of one lot and parts of one or more lots adjacent thereto, shall for the purpose of this paragraph be deemed as constituting a single lot.

- 8. No noxious or offensive trade or activity shall be carried on upon any lot or block, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 9. No building foundation shall be located on said building plot nearer than thirty (30) feet to the front line nor nearer than ten (10) feet to any side lot line, EXCEPT a carport, attached or unattached to the main residence, together with storage facilities which shall be built no closer than two (2) feet from any side lot line.
- 10. All provisions herein shall be binding on said lots 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 original grantor or other property owner shall have notified in writing the owner of or lessee in possession of the lot upon said breach has been committed to refrain from a continuance of such action and to correct such breach, and a failure to do so shall warrant the original grantor or adjoining 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 fee.
- 11. Any breach of any of the conditions, restrictions, covenants or reservations herein contained shall not defeat or render invalid the lien of any mortgage, contract or deed of trust made in good faith for value as to said lot, but the provisions, conditions, restrictions and covenants shall be binding upon and effect against such mortgages or other persons whose title thereto or the title of whose grantor thereto is or was acquired by foreclosure, judicial sale, termination of contract, trustee's sale or otherwise.
- 12. These restrictions, conditions, covenants and reservations shall run with the land and continue and remain in full force and effect at all times and against all persons until January 1st, 1986, at which time they shall be automatically extended for a period of TEN (10) years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods, the owner or owners of a majority of the lots in said subdivision shall by written instrument duly recorded declare a termination of the same.
- 13. In the event of any one or more of the conditions, restrictions, covenants and reservations herein contained shall be declared to null and void, the remainder thereof shall be unimpaired and in full force and effect.

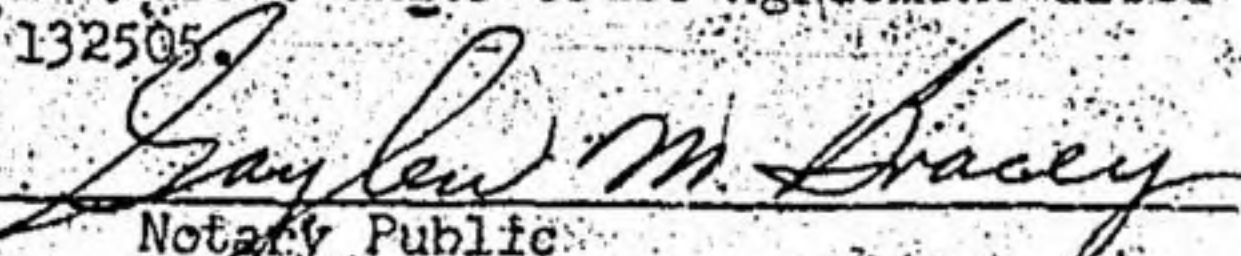
IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed by its duly authorized officers and its seal to be affixed this 19th day of October, 1956.

ATTEST:   
 Its Assistant Secretary

TUCSON TITLE INSURANCE COMPANY, an Arizona corporation, as Trustee under Trust Agreement dated the 15th day of October, 1956, known as Trust No. 132505.  
 By   
 Its Vice President

STATE OF ARIZONA )  
 COUNTY OF PIMA ) ss:

This instrument was acknowledged before me this 19th day of October, 1956, by B. A. Rehner, as Vice President, and by C. J. O'Dowd, as Assistant Secretary, of Tucson Title Insurance Company, an Arizona corporation, as Trustee under Trust Agreement dated the 15th day of October, 1956, known as Trust No. 132505.

  
 Notary Public

My commission expires: 31 August 1958