



## Covenants, Conditions, and Restrictions (CCRs) for NEW TUCSON UNIT NO 8 1-455

Recorded by Pima County Recorder's Office in 1964

### **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.*

NEW TUCSON - UNIT NO. 8

DECLARATION OF RESTRICTIONS

ARIZONA LAND TITLE AND TRUST COMPANY, as Trustee under Trust No. 5602-T, being the owner of the property situate in NEW TUCSON NO. 8, a Subdivision of Pima County, Arizona, consisting of Lots 1 through 455, both inclusive, of NEW TUCSON NO. 8, according to the plat of record in the Office of the County Recorder, Pima County, Arizona, in Book 17 of Maps and Plats at Page 84 thereof.

In order to establish a general plan for the improvement, development, ownership, use, and sale of the above described property, do hereby subject the above described property to the following conditions, restrictions, and covenants, which shall run with the land and shall be binding on all present owners, and may be revised or amended at any time by the vote of the owners of a majority of the lots situate in NEW TUCSON NO. 8. Where more than one person owns a lot, or interest thereon, the concurrence of all such owners shall be necessary to entitle the owners of such lot to vote for such amendment or modification; and

THAT all of Lots 1 through 455, both inclusive, shall be subject to the following Restrictive Covenants, all of which are and shall be construed as Restrictive Covenants running with the title to said premises, and with each and every lot, part and parcel thereof, to wit:

1. No building except one single family residential dwelling and a private garage, carport, or servants' quarters, for use in connection with such dwelling, shall be erected, maintained, or permitted on any lot or portion thereof. No dwelling shall be used except as a single family dwelling.
2. No dwelling shall be erected upon any lot unless such dwelling contains at least eight hundred (800) square feet of enclosed living area floor space. The term living area floor space is exclusive of floor space in porches, pergolas, garages, carports, and servants' quarters. All buildings shall be constructed of brick, cement block, or other substantial construction. No more than one dwelling shall be built on any one lot.
3. No house trailer and no temporary or permanent building of any nature detached from the building shall be built, erected, placed, or maintained on any lot, provided, however, that a detached garage or carport limited in size to three-car capacity, or a detached garage or carport with servants' quarters attached, may be erected upon any lot, but such servants' quarters shall be used only by servants who are employed in the dwelling erected upon the same lot where such servants' quarters are located. No garage, carport, or servants' quarters shall be commenced or erected on any lot until construction of the dwelling, complying with these Restrictions, shall have been commenced. All buildings shall be of the same or similar style as that of the dwelling erected or being erected on the lot on which said buildings are located.
4. No commercial or business operation, other than arts, crafts, or professions operated solely by the members of the family occupying the dwelling, shall be conducted on any lot, and no exterior advertising is permitted.
5. No animals or fowl, other than ordinary household pets commonly housed in a residence, shall be kept, maintained, or bred on the property or any portion thereof.
6. The present CR-3 zoning ordinances of the Pima County, Arizona Zoning Board, as to regulation of front line, side line or side street, set-back limitations are herewith by reference incorporated herein and made a part hereof. In the event that such present ordinances are in the future changed to allow closer or shorter set-back limitations, the present limitations shall continue as to these restrictions.
7. No temporary building shall be moved or placed upon or otherwise maintained on any lot, provided, however, that a temporary office, tool

shed, saw shed, lumber shed, and sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots; but such temporary structures shall be removed at completion of construction or selling of dwellings, whichever is later. No "For Sale" sign shall be placed on any lot except as approved by the Architectural Control Committee.

8. All clotheslines, equipment, service yards, wood piles, or storage piles shall be kept screened by adequate planting, fences, or walls, so as to conceal them from view of neighboring lots, streets, or golf course property. All rubbish, trash, or garbage shall be removed from the lots and shall not be allowed to accumulate thereon and shall not be burned except by use of incinerator, and then only during the hours so specified by the governing authority.
9. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Manager of the Andrada-Corona Joint Venture or by the Architectural Control Committee, as the case may be, as to color, quality of materials and harmony of external design with existing structures. No fence or wall or structure shall be erected, placed, or altered on any lot unless specifically approved as to location, height, and materials.
10. The Manager of the Andrada-Corona Joint Venture, or the successors of its interest as developers only, may, at any time hereafter, constitute and appoint an Architectural Control Committee, which shall include not less than three (3) resident owners of lots included in the foregoing description, for the purpose of giving the approvals herein required. In such event, the Manager of the Andrada-Corona Joint Venture shall establish such rules, regulations, and by-laws for the Committee as will assure the existence and continuity of such Committee for the purpose of giving such approvals.
11. The approval or disapproval, as required in these covenants, shall be in writing. In the event the Manager of the Andrada-Corona Joint Venture or the Architectural Control Committee, as the case may be, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
12. If the undersigned or any subsequent owner of any portion of said property shall violate, or attempt or threaten to violate, any of the covenants or restrictions herein contained during the term hereof, then the undersigned, or any other person or persons owning any portion of said property, may prosecute by law or bring proceedings against any person or persons violating, or threatening or attempting to violate, any such covenants or restrictions, and enjoin such person or persons from such violations, or such threatened or attempted violations; and all costs of such action or proceedings, including a reasonable attorney's fee, shall be chargeable to and assessed against the person or persons who have violated, or threatened or attempted to violate, any of these covenants or restrictions, provided, however, that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, or which hereafter may be place of record, upon said lots or any part thereof.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 22nd day of September, 1964.

ARIZONA LAND TITLE AND TRUST COMPANY,  
an Arizona Corporation, as Trustee  
under Trust No. 5602-T,

By: *Sidney Nelson*  
Authorized Officer

STATE OF ARIZONA )  
                          )ss.  
COUNTY OF PIMA )

Before me, on this 22nd day of September, 1964, personally appeared SIDNEY NELSON, authorized officer for the ARIZONA LAND TITLE AND TRUST COMPANY, known to me to be the authorized officer for the ARIZONA LAND TITLE AND TRUST COMPANY, who acknowledged to me that he executed the foregoing instrument as such officer, as the voluntary act and deed of said company.

*Helen M. Kettelhub*  
Notary Public



My Commission Expires:

*Feb 1, 1967*

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BOOK 2336 PAGE 110

Rec 325

INDEXED	COPIES	FILED
		<i>[Signature]</i>

State of Arizona )  
County of Pima ) ss.  
I hereby certify that the within instrument was filed for record at request of ARIZONA LAND TITLE AND TRUST COMPANY

Date 1964 SEP 24 AM 9 47  
Book 2336 Page 108-110  
Witness my hand and Official Seal  
day and year above written.  
ANNA SULLINGER, County Recorder  
By *Anna Sullinger*  
Deputy

72064

STATE OF ARIZONA  
COUNTY OF PIMA

ss.

I hereby certify that the within  
instrument was filed for record  
in Pima County, State of Arizona

No. 76057

Book 2347 Page 155

Date: 30 OCT 9 1964

Request of: ARIZONA LAND TITLE AND TRUST COMPANY

Witness my hand and Official Seal.

ANNA SULLINGER,  
County Recorder

Indexed	Paged	Blotted
		<i>AS</i>

By *Thomas Y. Merrill*  
Deputy

Fee: \$ 1.75 *AS*

FORM 4-13

AMENDED DECLARATION OF RESTRICTIONS

NEW TUCSON UNIT NO. 8

ARIZONA LAND TITLE AND TRUST COMPANY, as Trustee under Trust No. 5602-T, being the owner of all of the property situate in NEW TUCSON NO. 8, a subdivision of Pima County, Arizona, having heretofore filed a Declaration of Restrictions affecting said property, which Declaration of Restrictions was recorded September 24, 1964 in Docket Book 2336 at Page 108 in the office of the County Recorder of Pima County, Arizona, hereby amends said Declaration of Restrictions by excluding therefrom Lot 455 as the same is shown on the recorded plat thereof by amending the third paragraph of the said Declaration of Restrictions which reads as follows:

"THAT all of Lots 1 through 455, both inclusive shall be subject to the following restrictive covenants, all of which are and shall be construed as restrictive covenants running with the title to the said premises, and with each and every lot, part and parcel thereof, to wit;"

To be amended to read as follows:

"THAT all of Lots 1 through 454, both inclusive, shall be subject to the following restrictive covenants, all of which are and shall be construed as restrictive covenants running with the titled said premises, and with each and every lot, part and parcel thereof, to wit."

IN WITNESS WHEREOF the undersigned has caused these presents to be executed this 30th day of September, 1964.

ARIZONA LAND TITLE AND TRUST COMPANY,  
an Arizona Corporation, as Trustee  
under Trust No. 5602-T.

By *[Signature]*  
Authorized Officer

STATE OF ARIZONA )  
COUNTY OF PIMA ) ss.

Before me, on this 30th day of September, 1964, personally appeared GARY BORN, authorized Officer for the ARIZONA LAND TITLE AND TRUST COMPANY, known to me to be the Officer for the ARIZONA LAND TITLE AND TRUST COMPANY and who acknowledged to me that he executed the foregoing instrument as such Officer, as a voluntary act and deed of said Company.

My Commission Expires:

February 1, 1967

*[Signature]*  
Notary Public

9000 2347 PAGE 155

*7064  
County*

