



Covenants, Conditions, and Restrictions (CCRs) for OLD PUEBLO HEIGHTS Recorded by Pima County Recorder's Office in 1946

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.

Filed and recorded at request of Tucson Title Insurance Co. Oct 25 at 1:49 PM 1946

#28883

COMPARED

Notary *[Signature]*

Anna Sullinger, County Recorder,

By *Josephine Benton*, Deputy.

JB

E.A S E M E N T

KNOW ALL MEN BY THESE PRESENTS, that Gifford Giffords, and Ruth Giffords, husband and wife, the parties of the first part, in consideration of the sum of One and no/100 (\$1.00) Dollar, in hand paid by Consolidated Realty Company, a Corporation, of Tucson, Arizona the party of the second part, receipt of which is hereby acknowledged, do by these presents grant, and confirm unto said party of the second part, a perpetual easement for the installation, use and maintenance of water mains and all necessary or proper pipes, fittings and fixtures in connection therewith, through and across the following described property, to-wit: EL CAMPO ESTATES

A subdivision of all that part of the East one-half (1/2) of the Northeast quarter (1/4) of Section 20 in Township 14 South, Range 14 East, G. & S. R. B. & M., Pima County, Arizona, lying north of the right-of-way of the Southern Pacific Railroad, as said right-of-way is now established thru said Section in accordance with the map or plat of said subdivision of record in the office of the County Recorder of Pima County, Arizona in Book 7 at page 85,

TOGETHER with the right to enter upon such easement at all reasonable times for the purpose of installing, repairing and maintaining said water mains, fittings, etc., and all jobs necessary to furnishing of water to such properties, out of which this easement is granted, as shall require a water service.

The rights herein granted shall extend to the assigns and successors and duly authorized agents of the said Consolidated Realty Company, and this grant of easement shall be binding upon the heirs, successors and assigns of the partners of the first part herein.

IN WITNESS WHEREOF, said parties of the first part have signed these presents, the 7 day of Oct 1946.

Gifford Giffords
Ruth Giffords
by Gifford Giffords her attorney in fact

STATE OF ARIZONA)
COUNTY OF Pima) ss

Before me, Doris Kellond a Notary Public in and for the County of Pima, State of Arizona, on this day personally appeared GIFFORD GIFFORDS, individually, and GIFFORD GIFFORDS, as Attorney-in-Fact for Ruth Giffords, his wife, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 7th day of October, A. D. 1946.

(NOTARY SEAL)

Doris Kellond
Notary Public

My Commission Expires Sept 1-1947

Filed and Recorded at the Request of Alfred Kerr OCT 25 at 2:11 PM 1946

#28899

COMPARED

Notary *[Signature]*

Anna Sullinger, County Recorder

By *Josephine Benton* Deputy

JB

DECLARATION OF ESTABLISHMENT OF
CONDITIONS AND RESTRICTIONS :

KNOW ALL MEN BY THESE PRESENTS:

That Michael Serasio is the owner in fee simple of all of that tract of land situate in the County of Pima, State of Arizona, and known and described as Lots numbered One, Two, Three, Four, Five, Six, Fifteen, Sixteen, Seventeen, Eighteen, Nineteen and Twenty of Block numbered One, and Lots numbered One to Sixteen, inclusive of Block numbered Two, and Lot numbered One and Lot numbered Ten in Block numbered Three, and Lots numbered One, Four, Five, Six, Seven, Eight, Nine and Ten of Block Numbered Four, all of "Old Pueblo Heights", a sub-

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division; that a map of said subdivision is duly filed for record in Book Seven at Page One Hundred of Maps and Plats in the office of the County Recorder of said Pima County.

That whenever reference is hereafter made to any specific lot, said lot is referred to and described by the number thereof that appears on said recorded map.

That said owner, Michael Serasio, does hereby certify and declare that he has, and does hereby establish, a general plan for the improvement, development, ownership, use, sale and conveyance of said property and each and every part thereof, and does hereby establish the manner, the conditions, the reservations, the restrictions, the covenants and the easements upon and subject to which the aforesaid lots and each and every one of the same shall henceforth only be occupied, used, owned and conveyed; that said lots and each and every one of the same shall be improved, developed, used, owned, sold and conveyed by the owner thereof, subject to such conditions, reservations, restrictions, covenants and easements, all of which are fully hereinafter set forth, and which conditions, reservations, restrictions, covenants and easements, one and all, are for the benefit of the present and all future owners, of said lots, and all of the same; that said conditions, reservations, restrictions, covenants and easements, shall each and all apply to and bind the respective successors in interest of the present and all future owner or owners of said lots, and all of the same; that each of said conditions, reservations, restrictions, covenants, and easements, shall impose upon each and all of said lots a servitude in favor of each and every one of the aforesaid lots, as a dominant tenement or tenements; that said conditions, reservations, restrictions, covenants and easements are as follows, to-wit:

1. All of the aforesaid lots and each and every one of the same shall henceforth only be occupied, used, owned, conveyed, improved, and developed for the purpose of private residences, duplexes, dwelling courts, and apartments, save and except, that Lots numbered One to Six, inclusive, in Block numbered One and Lot numbered Sixteen in Block numbered Two, may in addition be occupied, used, owned, conveyed, improved and developed for business purposes in accordance with the uses allowed, as of the date hereof, for "B-2" Business Districts under the provisions of the Zoning Ordinance of the City of Tucson, known as Ordinance Number 998.

2. All private residence buildings shall have a floor area of not less than Nine Hundred square feet. All duplex buildings shall consist of two units only and shall have an overall floor area of not less than Fifteen Hundred square feet. All units in dwelling court buildings shall have a floor area of not less than Six Hundred Square feet. The first dwelling court to be erected on any lot shall consist of a group of not less than three separate buildings, or of a single building of not less than three units, all of which shall be erected at the same time. Thereafter one or more dwelling court buildings or units within a dwelling court building may be erected at any time. All apartment buildings shall consist of not less than three apartments to be erected at the same time, and each building shall have a floor area of not less than Seven Hundred Fifty square feet.

The floor areas for buildings, as specified herein, are minimum floor areas and are exclusive of garages and porches.

3. Easements and rights-of-way, on, over, under and across, the South Five feet of Lot numbered One, and on, over, under and across, the North Five feet of Lot numbered Ten, all in Block numbered Three; and on, over, under and across, the West Five feet of Lots numbered One, Four, Five, Eight and Nine, and on, over under and across, the East Five feet of Lots numbered Six, Seven, and Ten, all in Block numbered Four; are hereby reserved for the use, operation and maintenance of public utilities.

4. On Lots numbered One, Two, Three, Four, Five and Six in Block numbered One, no building nor any part thereof, shall be located nearer than Fifty Feet to the North line of each of said Lots.

5. On Lots numbered Fifteen, Sixteen, Seventeen, Eighteen, and Nineteen in Block numbered

One, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the South line of each of said Lots, nor nearer than Three feet to either the North, East, or West lines of said Lots.

6. On Lot numbered twenty, in Block numbered One, no building, nor any part thereof, shall be located nearer than Twenty-five feet to the South line of said Lot, nor nearer than Fifteen feet to the East line of said Lot, nor nearer than Three Feet to the North or West lines of said Lot.

7. On Lot numbered One, in block numbered Two, no building, nor any part thereof, shall be located nearer than Twenty-five feet to either the North or East lines of said Lot, nor nearer than Three feet to either the South or West lines of said Lot.

8. On Lot numbered Two in Block numbered Two, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to either the North or West lines of said Lot, nor nearer than Three feet to either the South or East lines of said Lot.

9. On Lots numbered Four, Five, Eight, Nine, Twelve and Thirteen, in Block numbered Two, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the East line of each of said Lots, nor nearer than Three feet to either the North, West, or South lines of each of said Lots.

10. On Lots numbered Three, Six, Seven, Ten, Eleven and Fourteen, of Block numbered Two, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the West line of each of said Lots, nor nearer than Three Feet to the North, East, or South lines of each of said Lots.

11. On Lots numbered Fifteen, of Block numbered Two, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the West line of said Lot, nor nearer than Fifteen feet to the South line of said Lot, nor nearer than Three feet to the North or East lines of said Lot.

12. On Lot numbered Sixteen, of block numbered Two, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the East line of said Lot, nor nearer than Fifteen feet to the South line of said Lot, nor nearer than Three feet to the North or West lines of said Lot.

13. On Lot numbered One, of Block numbered Three, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the North or East lines of said Lot, nor nearer than Five feet to the South line of said Lot, nor nearer than Three feet to the West line of said Lot.

14. On Lot numbered Ten, of Block numbered Three, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the East or South lines of said Lot, nor nearer than Five feet to the North line of said Lot, nor nearer than Three feet to the West line of said Lot.

15. On Lot numbered One, of Block numbered Four, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the North or East lines of said Lot, nor nearer than Five feet to the West line of said Lot, nor nearer than Three feet to the South line of said Lot.

16. On lots numbered Four, Five and Eight, of Block numbered Four, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the East line of each of said Lots, nor nearer than Five feet to the West line of each of said Lots, nor nearer than Three feet to the North or South lines of each of said Lots.

17. On Lot numbered Nine, of Block numbered Four, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the East line of said Lot, nor nearer than Fifteen feet to the South line of said Lot, nor nearer than Five feet to the West line of said Lot, nor nearer than Three feet to the North line of said Lot.

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18. On Lots numbered Six and Seven, of Block numbered Four, no building, nor any part thereof, shall be located nearer than Twenty-Five Feet to the West line of each of said Lots, nor nearer than Five feet to the East line of each of said Lots, nor nearer than Three feet to the North and South lines of each of said Lots.

19. On Lot numbered Ten, of Block numbered Four, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the West line of said Lot, nor nearer than Fifteen feet to the South line of said Lot, nor nearer than Five feet to the East line of said Lot, nor nearer than Three feet to the North line of said Lot.

20. Any ownership or single holding comprising one Lot, or two or more adjoining lots, or all of one lot and part, or parts of one or more adjacent lots, shall be considered as one lot within the meaning of the word "lot" as used herein.

21. All buildings, including garages and outbuilding, shall be constructed of either brick, adobe, cement or cement blocks. No tin, galvanized iron or sheet iron construction shall be permitted.

22. All garages and out-building shall be of the same style and architecture as the buildings to which they are appurtenant.

23. All buildings must be completed within one year from the date construction is commenced.

24. No tents, shacks, trailers, automobiles, vehicles or temporary structures of any kind shall be used on any said lots as temporary or permanent living quarters, either prior to, or after the erection of permanent dwellings.

25. No outside toilets shall be permitted and no refuse, trash, garbage, manure, automobile parts, old cars or unsightly material of any kind shall be allowed to accumulate on any part of any of said Lots, or on any street, alley, or easement adjacent thereto.

26. No sheep, cattle, hogs, horses, rabbits, poultry or other livestock or animals of any kind, shall be kept or maintained on said premises, provided, that nothing herein shall be construed to prohibit or in any manner interfere with the keeping of the customary domestic house pets, and not to exceed two dozen female fowl.

27. All sewage disposal plants, and appurtenances and the installation and use thereof must conform with the rules and regulations of the health departments of the State of Arizona and of the County of Pima, Arizona, and of any law enforcing agency having jurisdiction thereof.

28. No part of said property shall be sold, conveyed, rented or leased, in whole or in part, to any person not of the white or caucasian race, except that lots which are used for business purposes may be sold, conveyed, rented or leased to persons of the asiatic race, and provided, that nothing herein contained shall be construed so as to prevent the employment and keeping of domestic servants upon the premises, who are members of other races.

29. The conditions, reservations, restrictions, covenants, and easements herein contained shall remain in full force and effect until January 1, 1977, on which date they shall terminate and be of no further legal or equitable effect on said property or any owner thereof. Although the conditions, reservations, restrictions, covenants and easements expire January 1, 1977, any reversions for breach of the same committed prior to January 1, 1977, shall be absolute.

30. If any breach of these conditions, reservations, restrictions, covenants or easements occur, the owner of the lot or lots on which the breach occurred shall be notified in writing hereof by the undersigned, or by his heirs or assigns to correct or remove same, and if said owner fails to do so within thirty days thereafter, such failure shall cause the title to such lot or lots to revert to the undersigned or his heirs.

31. The breach of any condition, reservation, restriction, covenant or easement herein contained shall not defeat the lien of any mortgage or deed of trust made in good faith for value as to any lots but said condition shall be binding on the mortgagee or trustee whose title was

acquired by foreclosure, trustee sale or otherwise, for any violation subsequent to any such acquisition.

32. The reversionary owners, their heirs or assigns, joined by fifty per cent or more of the lot owners, shall have the right from time to time to make any changes they desire in the above conditions, reservations, restrictions and covenants which they deem beneficial to said property.

IN WITNESS WHEREOF, the undersigned has subscribed his name this 23rd day of December, 1946.

Michael Serasio

STATE OF ARIZONA)
COUNTY OF PIMA) ss.

Before me, Thos. J. Elliott, a Notary public in and for the county and state aforesaid personally appeared Michael Serasio, and acknowledged to me that he executed the foregoing instrument for the purposes therein expressed.

My Commission expires July 19, 1947.

(NOTARY SEAL)

Thos. J. Elliott
Notary Public

Filed and recorded at request of Thos J. Elliott Dec 23 at 10:42 AM 1946

34723

COMPARED
Read by BS.
Read to D.V.

Anna Sullinger, County Recorder

By Marie A. Kelly, Deputy

MINUTES OF FIRST MEETING OF
BOARD OF DIRECTORS OF
TALK O' THE TOWN TAVERN,
A CORPORATION

The first meeting of the Board of Directors of TALK O' THE TOWN TAVERN, a corporation, was held at the offices of Darnell & Robertson, 410 Valley National Building, Tucson, Arizona, on Monday, July 15th, 1946, at 4:00 o'clock P. M.

The following Directors were present, constituting a quorum:

- George F. Dennerly,
- Magdalena C. Dennerly.

Absent:

- James W. Dennerly.

Mr. George F. Dennerly presided as Chairman, and Mrs. Magdalena C. Dennerly as Secretary of the meeting.

Upon motion duly made, seconded and unanimously carried, the following officers were elected to act until the next annual meeting of the directors, or until their successors have been elected and qualified, to-wit:

- George F. Dennerly President
- Magdalena C. Dennerly Vice-President
- James W. Dennerly Secretary-Treasurer.

The President commented upon the immediate plans for operation of the company in the future, whereupon the following resolutions were proposed and unanimously adopted:

BE IT RESOLVED: That George F. Dennerly, as President, or in his absence, Magdalena C. Dennerly, as Vice-President, or James W. Dennerly as Secretary-Treasurer, may execute and deliver all papers, instruments or documents incident to the conduct of the business of the corporation, and may sign leases, deeds, contracts for the purchase of real or personal property, mortgages, notes, pledges, and any and all other matters for and on behalf of the corporation. The authority hereby granted shall continue until notice of the revocation thereof has been recorded in the office of the County Recorder of Pima County, Arizona.

BE IT FURTHER RESOLVED: That the President, or, in his absence, the Vice-President, or the Secretary-Treasurer may create accounts with any banking institutions wherein funds of the corporation may be deposited, and any of such officers shall have authority to sign checks, notes,

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BOOK 264 PAGE 488

STATE OF ARIZONA)

COUNTY OF PIMA)

Witness my hand and Official Seal

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

ANNA SULLINGER,

County Recorder

By *Marie K. Monte*
Deputy

No. 21420

MISCELLANEOUS

Book 264 DOCKET

Page 488 & 491

Date: 1950 JUL 7 AM 9:23

Request of:

ARIZONA LAND TITLE AND TRUST CO.

Fee: \$ 4.75

| Indexed | Paged | Blotted |
|-------------------|-------|-------------------|
| <i>[initials]</i> | | <i>[initials]</i> |

AMENDMENT TO RESTRICTIONS

OLD PUEBLO HEIGHTS

The undersigned, being the reversionary owner of those certain Conditions and Restrictions filed for record December 23, 1946, and recorded in Book 103 of Miscellaneous Records at Page 175, covering part of "OLD PUEBLO HEIGHTS", a subdivision of Pima County, Arizona, together with fifty per cent or more of the lot owners covered by such restrictions under the authority given them by Section 32 of said restrictions, do hereby rescind, cancel, and nullify said restrictions in full and do hereby establish the following restrictions and conditions, being a new general plan for the improvement and development of said property:

1. All of the herein mentioned lots and each and every one of the same shall henceforth only be occupied, used, owned, conveyed, improved and developed for the purpose of private residence, duplexes, dwelling courts, and apartments, save and except, that Lots numbered One to Nineteen, inclusive, in Block numbered One and Lot numbered Sixteen in Block numbered Two, may in addition be occupied, used, owned, conveyed, improved and developed for business purposes in accordance with the uses, allowed as of the date hereof, for "B-2" Business Districts under the provisions of the Zoning Ordinance of the City of Tucson, known as Ordinance Number 998.
2. All private residence buildings shall be of masonry construction and are to be built at a cost of not less than \$4,000.
3. Easements and rights-of-way, on, over, under and across, the South Five feet of Lot numbered One, and on, over, under and across, the North Five feet of Lot numbered Ten, all in Block numbered Three; and on, over, under and across, the West Five feet of Lots numbered One, Four, Five, Eight, and Nine; and on, over, under and across, the East Five feet of Lots numbered Two, Three, Six, Seven and Ten, all in Block numbered Four; are hereby reserved for the use, operation and maintenance of public utilities.
4. On Lots numbered One to Ten in Block numbered One, no building nor any part thereof shall be located nearer than Fifty feet to the North line of each of said Lots.
5. On Lots numbered Eleven to Nineteen, in Block numbered One, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the South line of each of said Lots.
6. On Lot numbered Twenty, in Block numbered One, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the South line of said Lot, nor nearer than Fifteen feet to the East line of said Lot, nor nearer than Three feet to the North or West lines of said Lot.
7. On Lot numbered One, in Block numbered Two, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to either the North or East lines of said Lot, nor nearer than Three feet to either the South or West lines of said Lot.
8. On Lot numbered Two in Block numbered Two, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to either the North or West lines of said Lot, nor nearer than Seven feet to either the South or North lines of said Lot, nor nearer than Three feet to the East line of said Lot.
9. On Lots numbered Four, Five, Eight, Nine, Twelve and Thirteen, in Block numbered Two, no building nor any part thereof, shall be located nearer than Twenty-Five feet to the East line of each of said Lots, nor nearer than Three feet to either the North, West, or South lines of each of said Lots.
10. On Lots numbered Three, Six, Seven, Ten, Eleven and Fourteen, of Block numbered Two, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the West line of each of said Lots, nor nearer than Seven feet to the North or South lines of each of said Lots; nor nearer than Three feet to the East line of said Lots.
11. On Lot numbered Fifteen, of Block numbered Two, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the West line of said Lot, nor nearer than Fifteen feet to the South line of said Lot, nor nearer than Seven feet to the North or South lines of said Lot, nor nearer than Three feet to the East line of said Lot.
12. On Lot numbered Sixteen, of Block numbered Two, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the East line of said Lot, nor nearer than Fifteen feet to the South line of said Lot nor nearer than Three feet to the North or West lines of said Lot.

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13. On Lot numbered One, of Block numbered Three, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the North or East lines of said Lot, nor nearer than Five feet to the South line of said Lot nor nearer than Seven feet to the West line of said Lot.

14. On Lot numbered Ten, of Block numbered Three, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the East or South lines of said Lot, nor nearer than Five feet to the North line of said Lot, nor nearer than Seven feet to the West line of said Lot.

15. On Lots numbered Six, Seven, Eight and Nine, of Block numbered Three, no building, nor any part thereof, shall be located nearer than Twenty-five feet to the South line of said Lots, nor nearer than Five feet to the North line of said Lots, nor nearer than Seven feet to the West or East lines of said Lots.

16. On Lots numbered Two, Three, Four, and Five, of Block numbered Three, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the North line of said Lots, nor nearer than Five feet to the South line of said Lots nor nearer than Seven feet to the West or East line of said Lots.

17. On Lot numbered One, of Block numbered Four, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the North or East lines of said Lot, nor nearer than Five feet to the West line of said Lot, nor nearer than Seven feet to the South line of said Lot.

18. On Lot numbered Two, of Block numbered Four, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the North or West line of said Lot, nor nearer than Five feet on the East line of said Lot, nor nearer than Seven feet to the South line of said Lot, nor nearer than Seven feet to the North line of said Lot.

19. On Lots numbered Four, Five, and Eight, of Block numbered Four, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the East line of each of said Lots, nor nearer than Five feet to the West line of each of said Lots, nor nearer than Seven feet to the North or South lines of each of said Lots.

20. On Lot numbered Nine, of Block numbered Four, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the East line of said Lot, nor nearer than Fifteen feet to the South line of said Lot, nor nearer than Five feet to the West line of said Lot, nor nearer than Three feet to the North line of said Lot.

21. On Lots numbered Three, Six and Seven, of Block numbered Four, no building, nor any part thereof, shall be located nearer than Twenty-Five to the West line of each of said Lots, nor nearer than Five feet to the East line of each of said Lots nor nearer than Seven feet to the North and South lines of each of said Lots.

22. On Lot numbered Ten, of Block numbered Four, no building, nor any part thereof, shall be located nearer than Twenty-Five feet to the West line of said Lot, nor nearer than Fifteen feet to the South line of said Lot, nor nearer than Five feet to the East line of said Lot, nor nearer than Three feet to the North line of said Lot.

23. Any ownership or single holding comprising one lot or two or more adjoining lots, or all of one lot and part or parts of one or more adjacent lots, shall be considered as one lot within the meaning of the word "lot" as used herein.

24. All buildings, including garages and out-buildings, shall be constructed of either brick, adobe, cement, or cement blocks. No tin, galvanized iron or sheet construction shall be permitted.

25. All garages and out-buildings shall be of the same style and architecture as the building to which they are appurtenant.

26. All buildings must be completed within one year from date construction commenced.

27. No tents, shacks, trailers, automobiles, vehicles, or temporary structures of any kind shall be used on any of said lots as temporary or permanent living quarters, either prior to, or after the erection of permanent dwellings.

21420

28. No outside toilets shall be permitted and no refuse, trash, garbage, manure, automobile parts, old cars or unsightly material of any kind shall be allowed to accumulate on any part of any of said lots, or any street, alley or easement adjacent thereto.

29. No sheep, cattle, hogs, horses, rabbits, poultry, or any other livestock or animals of any kind shall be kept or maintained on said premises, provided that nothing herein shall be construed to prohibit or in any manner interfere with the keeping of the customary domestic house pets and not to exceed two dozen female fowl.

30. All sewage disposal plans, and appurtenances and installation and use thereof must conform with the rules and regulations of the health departments of the State of Arizona and of Pima County, Arizona, and of any law enforcing agency having jurisdiction thereof.

31. The conditions, reservations, restrictions, covenants, and easements herein contained shall remain in full force and effect until January 1, 1977, on which date they shall terminate and be of no further legal or equitable effect on said property or any owner thereof. Although the conditions, reservations, restrictions, covenants and easements expire January 1, 1977, any reversions for breach of the same committed prior to January 1, 1977, shall be absolute.

32. If any breach of these conditions, reservations, restrictions, covenants or easements occur, the owner of the lot or lots on which the breach occurred shall be notified in writing hereof by the undersigned, or by his heirs or assigns to correct or remove same, and if said owner fails to do so within thirty days thereafter, such failure shall cause the title to such lot or lots to revert to the undersigned or his heirs.

33. The breach of any condition, reservation, restriction, covenant or easement herein contained shall not defeat the lien of any mortgage or deed of trust made in good faith for value as to any lots but said condition shall be binding on the mortgagee or trustee whose title was acquired by foreclosure, trustee sale or otherwise, for any violation subsequent to any such acquisition.

34. The reversionary owner, his heirs or assigns, joined by fifty per cent or more of the lot owners, shall have the right from time to time to make any changes they desire in the above conditions, reservations, restrictions and covenants which they deem beneficial to said property.

IN WITNESS WHEREOF, the undersigned have subscribed their names this 30th day of June, 1950.

Mattie Hayman
Mattie Hayman

Michael Serasio
Michael Serasio, Reversionary Owner

Charles Pribulo
Charles Pribulo

Agnes Pribulo
Agnes Pribulo

Leo G. Kelly
Leo G. Kelly

Ethel Kelly
Ethel Kelly

Fred Daniel Mayhugh
Fred Daniel Mayhugh

Julia Mayhugh
Julia Mayhugh

Loree E. Nichols
Loree E. Nichols



This instrument was acknowledged before me this 30th day of June, 1950, by Michael Serasio.

My Commission expires: My Commission Expires May 22, 1951

Abdullah Adnan
Notary Public

21420

~~This document is acknowledged before me this _____ day of _____, 1950, by _____~~

~~My Commission expires: _____~~

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STATE OF ARIZONA)
COUNTY OF PIMA) ss.

This instrument was acknowledged before me this 30th day of June, 1950,
by Charles Pribulo and Agnes Pribulo, husband and wife.

My Commission expires: _____
My Commission Expires May 22, 1951

Arthur Puddin
Notary Public

STATE OF ARIZONA)
COUNTY OF PIMA) ss.

This instrument was acknowledged before me this 30th day of June, 1950,
by Leo J. Kelly and Ethel Kelly, husband and wife.

My Commission expires: _____
My Commission Expires May 22, 1951

Arthur Puddin
Notary Public

STATE OF ARIZONA)
COUNTY OF PIMA) ss.

This instrument was acknowledged before me this 30th day of June, 1950,
by Fred Daniel Mayhugh and Julia Mayhugh, husband and wife.

My Commission expires: _____
My Commission Expires May 22, 1951

Arthur Puddin
Notary Public

STATE OF ARIZONA)
COUNTY OF PIMA) ss.

This instrument was acknowledged before me this 30th day of June, 1950,
by Loree E. Nichols.

My Commission expires: _____
My Commission Expires May 22, 1951

Arthur Puddin
Notary Public

STATE OF ARIZONA)
COUNTY OF PIMA) ss.

This instrument was acknowledged before me this 30th day of June, 1950,
by Mattie Bayman.

My Commission expires: _____
My Commission Expires May 22, 1951

Arthur Puddin
Notary Public