



Covenants, Conditions, and Restrictions (CCRs) for SHERWOOD VILLAGE TERRACE 572-588

Recorded by Pima County Recorder's Office in 1962

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.

**DECLARATION OF RESTRICTIONS
OF SHERWOOD VILLAGE TERRACE**

KNOW ALL MEN BY THESE PRESENTS:

THAT ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, as TRUSTEE, under Trust Agreements No. 5401-T and No. 5334-T, hereinafter referred to as Owner, being the owner of all that certain tract of land situated in the County of Pima, State of Arizona, described as follows, to-wit:

Lots 572 thru 588, SHERWOOD VILLAGE TERRACE, a Subdivision of Pima County, Arizona, according to the Plat or Map of record in the office of the County Recorder of Pima County, Arizona, in Book 16 of Maps and Plats at Page 3 thereof.

DOES HEREBY CERTIFY AND DECLARE that it has established, and does hereby establish, a general plan for the improvement, development, ownership, use and sale of said property so owned by it, and each and every part thereof, and does hereby establish the manner, provisions, conditions, restrictions and covenants upon and subject to which said lots shall be used, improved, occupied, owned, sold and conveyed, and does hereby declare that henceforth said lots shall be used, improved, occupied, owned, sold and conveyed subject to the provisions, conditions, restrictions, and covenants herein set forth, all of which shall be binding upon and inure to the benefit of the present and future owners of said lots and all thereof, and all of which shall apply to and bind the respective successors in interest of the present owners and future owners of said lots and all thereof, and all of which provisions, conditions, restrictions and covenants are, and each of them is, impressed and imposed upon each and every parcel thereof as the dominant tenements, as follows, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage or carport for not more than three cars. All structures shall be of new construction and no building shall be moved from any other location onto any lot. No building of any nature shall be removed from without said property to any lot without the written consent of the Owner, its authorized agent or architect.

2. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any water, oil, natural gas, petroleum, asphaltum or hydrocarbon products or substances be produced or extracted therefrom, nor shall any exploration for any such products be conducted on any of said property, except as specifically required by a water company having franchise rights thereon.

3. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on said property, or any part thereof, without the written approval and consent of the undersigned, their authorized agent or architect. This specifically includes signs placed by owners of homes for the purpose of selling or renting.

4. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any part of said property, and no residence placed or erected on any part of said property shall be occupied in any manner at any time prior to its being fully completed; provide, however, that during the actual construction or alteration of a building on any lot, necessary temporary buildings for the storage of material, etc., may be erected and maintained by the person doing such work.

5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, placed or stored thereon which may be or become an annoyance or a nuisance to the neighborhood, or occasion any noise or odor which will or might disturb the peace, comfort or serenity of the occupants of neighboring properties.

7. No dwelling shall be permitted on any lot having a ground floor area of less than 700 square feet, exclusive of one-story open porches, pergolas, carports and garages.

8. No building shall be located on any lot, the front walls of which are closer than twenty (20) feet to the front lot line, or nearer than eight (8) feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line, except that no side yard shall be required for a garage, carport or other permitted accessory building located forty (40) feet or more from the front lot line. No dwelling shall be located nearer than twenty-five (25) feet to the rear lot line. For the purpose of this covenant, eaves, steps and unroofed open porches or patios shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the actual building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. No individual water-supply system shall be permitted on any lot, except that this covenant shall not be construed to prevent installation and maintenance of a water system owned and operated by a public agency or a duly franchised corporation.

12. No individual sewage disposal system shall be permitted on any lot, except with written consent of Owner.

13. No solid wall or fence on any lot shall exceed six (6) feet in height. No solid wall or fence over three and one-half (3 1/2) feet high shall be constructed or permitted to remain nearer to the front street line of any lot than the minimum setback line on such lot. In the case of a corner lot having the side lot line of another lot common with its rear lot line or separated therefrom by an alley, no solid wall or fence over six (6) feet high shall be constructed or permitted to remain closer to the side street line than the minimum setback line on such lot. In the case of a lot upon which no building has been constructed, no solid wall or fence over three and one-half (3 1/2) feet high shall be constructed closer to the front street line than the minimum setback line on such lot.

14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and one-half (2 1/2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the extension of street curb lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street curb line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. No building, fence, wall or other structure shall be erected, placed or altered on any lot until the location, design and materials of such structure have been approved in writing by the Architectural Control Committee. Approval shall be as provided in Article 16.

16. Initially the Architectural Control Committee shall be composed of three members to be named by The Lusk Corporation, which committee shall act until all of the lots have been sold by Owner and then by a committee elected by a majority of the then owners of said lots in said subdivision. Prior to the sale of all of said lots, and in the event of the death, resignation or incapacity of any member of the committee to act, the remaining member or members of such committee shall have full power to appoint a new member of the committee to act in lieu of such deceased, resigned or incapacitated member. Any two of the members of such committee may pass upon such design, location and kind of materials. In the event that there is no committee in existence under either manner of appointment or election or in the event such committee fails to approve or disapprove such design and location, or the kind of materials to be used in such structure within thirty (30) days after written request to do so, such request to be filed with the committee, then such approval of the committee will not be required; provided the design, location and the kind of material and the buildings to be built on said lot shall be in harmony with existing buildings and structures in the immediate vicinity in said subdivision, and said buildings shall be governed by all of the restrictions herein set forth. The plans to be submitted hereunder shall include two (2) plot plans, two (2) sets of complete architectural plans, and two (2) copies of construction specifications. The plot plans shall show the location of the proposed improvements on the property in question. The Architectural Control Committee shall have the right to disapprove any such plot plans, architectural plans, or specifications in whole or in part if they violate any of the restrictions herein set forth or if the design, location, or kind of materials shown in such plans and specifications be not in harmony with the general surrounding of the property in question or with existing buildings and structures in the immediate vicinity in said subdivision. Decision of the Architectural Control Committee shall be final. Approval of any plans and specifications submitted to the Architectural Control Committee shall not render said committee or any member thereof responsible in any manner for any defects in such plans and/or specifications.

17. The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in said subdivision until January 1, 2000, at which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years each, unless by mutual agreement between the owners of not less than a majority in number of lots at or prior to the end of the initial term or any successive period of ten (10) years said restrictions shall be amended, changed or terminated in whole or in part. Such amendments, changes or terminations shall be effected by instruments in recordable form executed by the parties agreeing to them and filed in the proper office of record.

18. Deeds of conveyance of said property, or any part thereof, may contain the above restrictions and covenants by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all of such restrictions and covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants and restrictions may be restrained or enjoined by any court of competent jurisdiction and damages, including reasonable attorney's fees awarded for such violation, provided, however, that a violation of these restrictions and covenants, or any one or more of them shall not affect the lien of any mortgage made in good faith for value now of record, or which hereafter may be placed of record, upon said lots or any part thereof, but such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any persons through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or by deed in lieu of foreclosure.

19. No delay or omission on the part of the owner or owners of any lot or lots in said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants 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 undersigned for or on account of the failure or neglect of the undersigned to exercise any right, power, or remedy herein provided for in the event of any such breach of any said provisions, conditions, restrictions or covenants or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

21. Invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any of the other provided provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, as TRUSTEE, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of its duly authorized officer, this 7th day of May, 1962.

ARIZONA LAND TITLE & TRUST CO., an Arizona Corporation, as TRUSTEE under Trust No. 5401-T and 5334-T

By: Elizabeth M. Armbruster
Assistant Trust Officer

STATE OF ARIZONA)
County of Pima) ss:

On this, the 7th day of May, 1962, before me, the undersigned officer personally appeared ELIZABETH M. ARMBRUSTER who acknowledged himself to be the Assistant Trust Officer of the Arizona Land Title and Trust Company, an Arizona corporation and that he, as such Assistant Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Assistant Trust Officer.

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

Julia Hutchison
Notary Public

My Commission expires:

6-24-63.

By: Anna Sullinger
Deputy

Witness my hand and Official Seal
day and year above written.
ANNA SULLINGER, County Recorder

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A. D. 19

ARIZONA LAND TITLE AND TRUST COMPANY

I hereby certify that the within instrument was filed for record at request

State of Arizona } ss.
County of Pima }
INDEXED COMPARED COPIES DELETED

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Fee 4.00