



Covenants, Conditions, and Restrictions (CCRs) for SILVERBELL TERRACE 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.

STATE OF ARIZONA
COUNTY OF PIMA

I hereby certify that the within No. 78449

BOOK 1072 PAGE 135

Witness my hand and Official Seal

1072-1955 DEC 23 PIMAS 03
Page 135 to 140

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<i>JWB</i>		<i>WV</i>

By Beatha Stephens
Deputy Recorder
Fees: 5.50

DECLARATION OF ESTABLISHMENT OF CONDITIONS

RESERVATIONS AND RESTRICTIONS.

KNOW ALL MEN BY THESE PRESENTS:

That we, William Seagle Yarbrough and Valta E. Yarbrough, husband and wife, owners of the certain subdivision in Pima County, Arizona, described as follows, to-wit:

All of SILVERBELLE TERRACE, a subdivision in Pima County, Arizona, according to the map and plat thereof of record in the office of the County Recorder of Pima County, Arizona in book of maps and plats at page

do hereby declare that we have established a general plan for the improvement of all lots and blocks in said subdivision and each and every part and parcel thereof; and to that end hereby make the following declarations as to limitations, restrictions and uses to which the lots, blocks or tracts constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants running with the land, and shall be binding on all parties and on all persons claiming under them, and for the benefit of and limitation upon all future owners in said subdivision until January 1, 1977, at which time this declaration of establishment of conditions, reservations and restrictions shall be automatically extended for a period of 10 years unless changed at said date by the majority of property owners. It being the intent hereof to keep said subdivision desirable, uniform and suitable in architectural design and use as follows:

1. EACH LOT A UNIT. - No two or more lots, regardless of the dimensions thereof shall be subdivided for the purpose of making a greater number of building lots. A single ownership or holding comprising one lot and part or parts of one or more adjoining lots shall be construed as one lot or plot within the meaning of these restrictions.
2. ONE-FAMILY-DWELLING. - There shall be not more than one, one-family dwelling, with the customary out-buildings, servants quarters and garage, constructed or maintained on any single lot or building plot. No outbuilding shall be rented or occupied as living quarters, except by a guest or by a servant of the occupants of said one-family dwelling house.

MISCELLANEOUS

3. ONE-STORY BUILDINGS. No residence, garage or other buildings exceeding one-story in height shall be erected or maintained on said property.

4. APPROVAL OF PLANS. The plans and specifications of all buildings erected on a lot or building plot in said subdivision, shall, prior to commencement of construction be submitted to William Seagle Yarbrough or his authorized agent or attorney for approval. If the plans and specifications are not approved or are not disapproved within 20 days from the date on which such plans and specifications are submitted, the owner or owners may proceed with construction, according to said plans and specifications.

5. MATERIALS. The exterior walls of any and all buildings or structures erected or maintained on said subdivision shall be of masonry. The term "masonry", as used in this connection, shall be construed to include only the following: bricks, stone, burnt adobe, pumice blocks, cinder blocks, clay, and portland cement. Provided, however, that painting or plastering shall be required for natural concrete products.

No frame, frame-stucco, iron, cement block or sheet metal clad buildings shall be erected or maintained upon said property, except that such materials may be used in incidental areas to meet architectural design requirements, subject, however, to specific approval under the provisions of Article 4 hereof.

Garages and other outbuildings must be in harmony with the dwelling house to which they are appurtenant.

6. SEWAGE. All sewage disposal plants and appurtenances shall conform to the standard of the Pima County Health Department, and any other law-enforcement agency having jurisdiction thereof.

7. BUILDING LINES. No building or buildings, including porch or terrace areas and attached garages, or any part thereof, shall be constructed or located nearer to the front property line than 30 feet, nor closer to the side property line than 10 feet. Every lot shall have a side yard at least 10 feet in width.

8. BUILDING LINE OF OUTBUILDINGS. No outbuilding or detached garage shall be built closer to the front street property line than 60 feet nor closer to the property line adjoining a side street than 4 feet; nor nearer than 4 feet to any other property side line.

9. FLOOR AREA. All residences, exclusive of garages and out-buildings shall have a floor area of not less than 900 square feet, exclusive of porches, terraces, carports, and side steps. Residences having three or more bedrooms shall have a floor area of not less than 1000 square feet of floor space, exclusive of porches, terraces, carports and steps.

10. CONSTRUCTION PERIOD. All buildings must be completed within a period of one year from the date of commencement of construction barring strikes, riots, civil commotion, governmental regulation or conditions beyond the control of man.

11. TEMPORARY STRUCTURES. No tents, shacks, automobile or other trailer houses, 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 quarters until fully completed and ready for occupancy.

12. BUSINESS. No business of any nature shall be conducted on any part of said property. No structure on said property shall be used as a double house, duplex, flat building, apartment, rooming house, hotel lodging house, motor court, hospital, sanitorium, sanitarium, rest home, mercantile building, warehouse, or storage building, nor shall any yard area be used for any of said purposes, except that a professional person will be permitted to use not to exceed one room of the private residence building as his office in any residential building designed for, and occupied as a regular and customary one-family private residence. No signs will be permitted, except professional cards or door plates directly attached to the door or the building.

13. No hedge shall be permitted or maintained to greater height than 3 feet within the front 30 feet of any lot or building plot in said property. Nor shall any patio wall or fence of any nature be built in or upon the front 30 feet of any lot in said property, not to exceed three feet in height. No patio wall, fence, or hedge shall be higher than 6 feet and no structure shall be built of barbed wire.

Material for fences and walls other than standard wire or masonry are subject to the same conditions of specific approval as specified for buildings under Article 4 hereof.

14. No refuse, trash, garbage, manure, automobile or trailer parts, old cars, poles, building material or other unsightly materials of any kind shall be allowed to accumulate on any open space on any part of said subdivision or any lot therein, except materials intended for immediate use in building on said property.

15. No billboards or advertising signs of any character shall be erected, or permitted on said property, other than small signs relating to the sale or rental of lots and houses in said property and no more than one of these at any time, on each lot.

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

18. OFFENSIVE ACTIVITIES. No noxious or offensive trade or activity shall be carried on or permitted upon said property.

19. DERRICKS. No derrick or other structure designed or used for boring, digging or drilling for oil or natural gas shall be erected, placed or maintained or stored on any part of said property.

20. In case a suit is brought against anyone for violation of these covenants and restrictions and such suit results in a judgment against the alleged violator, the violator shall also be liable for a reasonable attorney fee to be fixed by the Court and for costs of suit.

21. MORTGAGE. A breach of any of the foregoing provisions, conditions, restrictions or covenants, or any re-entry by reason of such breach, 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 said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title thereto or whose grantor's title thereto, is or was acquired by foreclosure, trustee's sale or otherwise. Provided, however, such covenants of the reversionary rights shall not be enforceable against any portion of said property acquired by any mortgagee or owner through foreclosure or by deed in lieu of foreclosure for any violation of the restrictions contained herein, occurring prior to his acquisition of said property.

22. DELAY. No delay or omission on the part of the undersigned or their successors in interest as owners of the reversionary right or the right to enforce these restrictions and covenants by appropriate legal remedy, in the enforcement of the same shall be construed as a waiver thereof or acquiescence therein, nor shall any action be brought or maintained by anyone whomsoever against the undersigned or their successors in interest for or on account of the failure of the undersigned or their successors in interest for or on account of the failure of the undersigned to exercise any power or remedy available to the undersigned in the enforcement of the provisions, conditions, restrictions, covenants or reservations or for imposing restrictions herein which may be unenforceable.

23. COVENANT RUNNING WITH THE LAND. The foregoing covenants and restrictions shall be deemed to be covenants running with the land and shall inure to the benefit of all owners and mortgagees of property in said subdivision, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands this ²⁴ day of ^{December} 1956.

William Seagle Yarbrough
Valta E. Yarbrough
VALTA E. YARBROUGH

BY *William Seagle Yarbrough*
her attorney in fact

STATE OF ARIZONA)
) SS.
County of Pima)

This instrument was acknowledged before me this ²⁴ day of ^{December} 1956, by William Seagle Yarbrough and by William Seagle Yarbrough as attorney in fact for Valta E. Yarbrough.

My Commission expires: June 28, 1960

John Mameich
Notary Public
My Comm. Expires 6/28/60



THE UNDERSIGNED, having an interest in Lot 47 of Silverbell Terrace, a subdivision in Pima County, Arizona, hereby join in and consent to the foregoing establishment of conditions, restrictions and reservations, and agree that we and said lot 47 shall be bound thereby.

William T. O'Barr

Eunice O'Barr

THE UNDERSIGNED, having an interest in lot 46 of Silverbell Terrace, a subdivision in Pima County, Arizona, hereby join in and consent to the foregoing establishment of conditions, restrictions and reservations, and agree that we and said lot 46 shall be bound thereby.

Leland H. Yarbrough

Velma V. Yarbrough

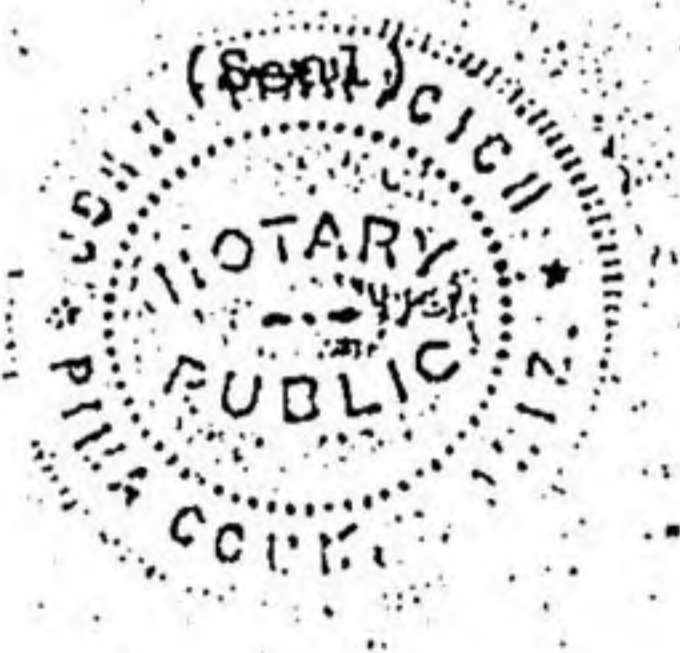
STATE OF ARIZONA,
County of Pima.

This instrument was acknowledged before me this 27 day of December, 1956, by William T. O'Barr and Eunice O'Barr, husband and wife and by Leland H. Yarbrough and Velma Yarbrough, husband and wife.

My Comm. expires: June 28, 1960.

John Mancich
Notary Public.

My Comm. Expires 6/28/60



R-151 (527 F 1959)
B&M #33,427

STATE OF ARIZONA)
COUNTY OF PIMA)

I hereby certify that the within No. 31710
1422

31710

263

1959 APR 30 AM 9:34

Witness my hand and seal

Indexed
Filed

AMENDMENT TO

By *Ida Mae Smith*
Trinity

Request of:
LAND TITLE & TRUST CO.

No: 175

DECLARATION OF BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

as mortgagee on
The undersigned, ~~(being the owner of said)~~ lot No. 43,
included in Silverbell Terrace, a Subdivision of
Pima County, Arizona, according to the Map or Plat
thereof of record in the office of the County Rec-
order of Pima County, Arizona, in Book 11 of Maps
and Plats at Page 49 thereof,

do hereby amend Paragraph 7 of that certain Declaration of
Building and Use Restrictions as recorded December 28, 1956
in Docket Book 1072 at Page 135 thereof, Pima County, Arizona,
Records, to read as follows:

"Any building or structure erected or placed on any
lot shall conform to the requirements of the City-County
Planning and Zoning Ordinances effective at the time
of such construction. Approval of plat plans shall be
obtained from such authority and erection of the improve-
ments in accordance with said approved plans shall con-
stitute compliance with this section."

In all other respects said Declaration is to remain in
full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this
24th day of APRIL, 1959.

NEW YORK
STATE OF ~~NEW YORK~~)
KINGS) ss.
County of ~~KINGS~~

THE GREATER NEW YORK SAVINGS BANK

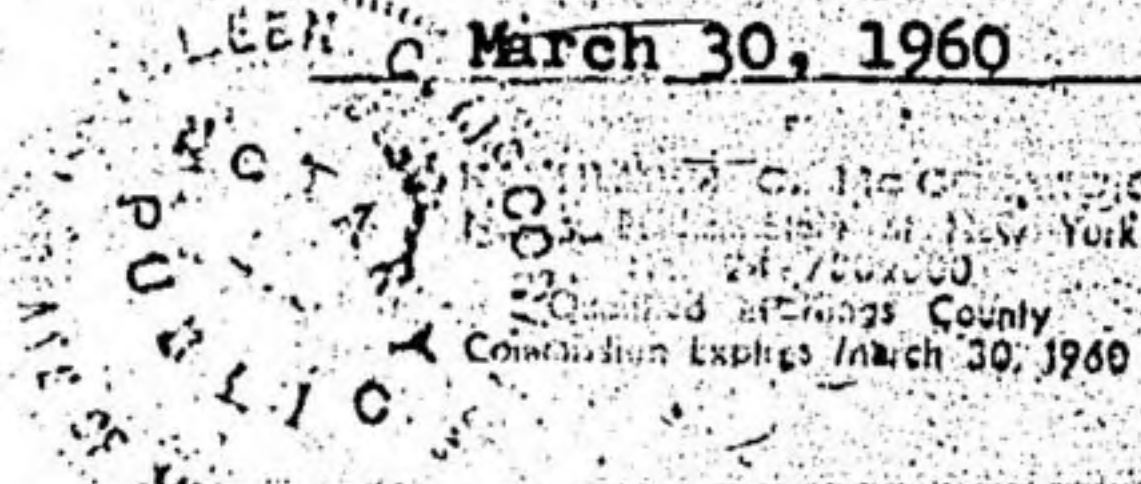
By: *Ernest D. Renard*
Ernest D. Renard, First Vice President

This instrument was acknowledged before me this 24th
day of April, 1959 by ERNEST D. RENARD, First Vice President
for Greater New York Savings Bank, Mortgagee.

MY COMMISSION EXPIRES:

Kathleen C. McCormick
NOTARY PUBLIC

March 30, 1960



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