



Covenants, Conditions, and Restrictions (CCRs) for SKYLINE BEL AIR ESTATES 222-298

Recorded by Pima County Recorder's Office in 1966

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 ESTABLISHMENT OF CONDITIONS,
RESERVATIONS AND RESTRICTIONS FOR
SKYLINE BEL AIR ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That STEWART TITLE & TRUST OF TUCSON, an Arizona corporation, as Trustee, under Trust No. 0305, being the owner of all the following described premises, situate within the County of Pima, State of Arizona, to-wit:

Lots 222 through 298 inclusive,
Skyline Bel Air Estates, according to the plat of record in the office of the County Recorder of Pima County, Arizona, in Book 18 of Maps and Plats at Page 67 thereof,

That it has established, and does hereby establish a general plan for the improvement and development of said premises, and does hereby establish the provisions, conditions, restrictions, and covenants upon which and subject to which all lots and portions of said lots shall be improved or sold and conveyed by the said Stewart Title & Trust of Tucson as owner thereof; each and every one of said provisions, conditions, restrictions and covenants is and all are for the benefit of each owner of land in said subdivision, or any interest therein, and shall inure to and pass with each and every parcel of said subdivision and shall bind the respective successors in interest of the present owner thereof; said provisions, conditions, restrictions and covenants are and each thereof is imposed upon said lots, all of which are to be construed as restrictive covenants running with the title to said lots and with each and every parcel thereof, to-wit:

1. Said lots, and each and every one thereof are for single-family residential purposes only; no building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanitorium or doctor's office, or other multiple family dwelling shall be erected, placed, permitted or maintained on said property, or on any part thereof.

2. No improvement or structure whatever, other than a first class private dwelling house, patio walls, swimming pool and customary outbuildings, garage, carport, servants' quarters, or guest house may be erected, placed or maintained on any lot in said property.

3. The native growth of said property shall not be permitted to be destroyed or removed except as approved in writing by the reversionary owner hereinafter named. In the event such growth is removed, except as stated above, the reversionary owner may require the replanting or replacement of same, the cost thereof to be borne by the lot owner.

4. No elevated tanks of any kind shall be erected, placed or permitted on any part of said property, provided, that nothing herein shall prevent the reversionary owner, his heirs and assigns, from erecting, placing or permitting the placing of tanks and other water system apparatus on said property for the use of the water utility serving said property. Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, roads or streets. All clotheslines, garbage cans, equipment, coolers, wood piles or storage piles shall be walled in to conceal them from the view of neighboring lots, roads or streets. Plans for all enclosures of this nature must be approved by the reversionary owner prior to construction. All cinder block or

concrete block patio walls shall be painted or plastered. All plans for construction of patio walls must be approved by the reversionary owner prior to construction.

5. No building, structure, fence, hedge, outbuilding, or appurtenance of any nature shall be located closer than thirty feet (30') from any lot or property line.

6. No horses shall be kept and/or stabled on any of said lots. This shall not be construed to prevent lot owners from keeping horses in the community stable which is proposed for the subdivision.

7. (a) All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead; provided that this requirement may be waived by the reversionary owner, his heirs or assigns; provided, however, that one such waiver shall not constitute a waiver as to other lots or lines. No exposed or exterior radio transmission and/or receiving antennas shall be erected, placed on or maintained on any part of said property; ordinary television antennas shall not be included in such restriction provided they do not extend above the roof of the house more than five feet. This restriction may be waived by the reversionary owner.

7. (b) Where facilities for utility services have been installed to or near the property line of a particular lot for the purpose of providing service to that lot, the service connection to serve an improvement on that lot shall be made at and from the installed facilities only. The gas meter shall be placed near the improvement and concealed by the lot owner from view from streets or neighboring lots.

8. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

9. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon of this subdivision except as herein expressly permitted. A name and address sign, the design of which shall be furnished to the lot owner on request by the reversionary owner shall be permitted; no other sign of any kind or design shall be allowed. The provisions of this paragraph may be waived by the reversionary owner, his heirs, and assigns only when in his discretion the same is necessary to promote the sale of property in and development of the subdivision area.

10. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum or hydrocarbon products or minerals of any kind be produced or extracted therefrom.

11. The said first class private dwelling house erected upon any such lot shall be constructed of stucco masonry or burnt adobe or clay brick or part redwood and other materials as shall be approved in writing by the reversionary owner, with either a gravel, shake, or mission tile roof; or such other materials as are approved by the reversionary owner. No white or light colored roofs shall be permitted unless approved by the reversionary owner. No evaporative cooler shall be placed, installed or maintained on the roof or wall of any building or structure; all coolers shall be concealed. Rental of any guest house is prohibited; the occupancy thereof being limited to members of the owner's family, guests or servants. This shall not be construed as preventing the leasing or renting of an entire lot, together with the improvements thereon.

12. 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 garage or other outbuilding shall be placed, erected, or maintained upon any part of said property except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such dwelling house.

13. No single family private dwelling house placed or erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required; nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein and all other conditions and restrictions herein set forth; all construction shall be completed within six (6) months from the start thereof; provided, that the reversionary owner may extend such time when in his opinion conditions warrant same. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home or other temporary structure shall be placed or erected upon any lot unless approved by the reversionary owner.

14. All plans for the construction of private roads and driveways and all building plans for any building, fence, corral, wall or structure to be erected upon any lot, and the proposed location thereof, upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration or addition to any building, road, driveway or other structure upon any lot in said property, shall require the approval in writing of the reversionary owner, his heirs or assigns, or his agent or architect. Before beginning, the construction of any road, driveway, building, fence, wall coping, or other structure whatsoever, or remodeling, reconstruction or altering such road, driveway or structure upon any lot, the person or persons desiring to erect, construct or modify the same shall submit to the reversionary owner, his heirs or assigns, or his agent or architect as directed, two complete sets of road or driveway plans, showing the locations, course, and width of same or two complete sets of building plans and specifications for the building, fence, wall coping or other structure, as is applicable, so desired to be erected, constructed or modified, and no structure of any kind, the plans, elevations and specifications of which have not received the written approval of said reversionary owner, his heirs, or assigns, or his agent or architect, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on said plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which said prospective building, road, driveway or other structure is contemplated prior to the beginning of said construction. No changes or deviations in or from said plans and specifications as approved shall be made without the prior written consent of the reversionary owner. The reversionary owner, his heirs or assigns, his agent or architect shall not be responsible for any structural defects in said plans or specifications or in any building or structure erected according to said plans and specifications. The reversionary owner, his heirs or assigns may waive the set back provisions contained in item number five herein.

15. The reversionary owner, his heirs or assigns, shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes and standards and brackets and name signs for same in order that the area be strictly uniform in appearance with respect thereto.

16. Nothing herein shall be construed to prevent the reversionary owner, his heirs or assigns from erecting, placing or maintaining signs, structures and offices and office buildings as may be deemed necessary by him for the operation of the subdivision.

17. Drainageways shall conform to the requirements of all lawful public authorities, including the County Engineer of Pima County, State of Arizona, to the full extent of the authority given him by law.

18. Bermuda grass, except that of a variety recognized to be pollen free and approved in writing by the reversionary owner, shall not be grown on any lot.

19. No commercial vehicles, construction or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless first approved by the reversionary owner.

20. No lot subject hereof shall be resubdivided except as approved by the reversionary owner.

21. The reversionary owner herein mentioned is William G. Pickens, and in the event of his death, inability to act, or assignment by him, his personal representatives, heirs, and assigns.

22. The reversionary owner named herein, his heirs, personal representatives and assigns shall have the right to grant and convey all their rights to enforce these deed restrictions to the Skyline Bel Air Estates Community Association, a non-profit corporation, at such time as in the sole judgment of the said reversionary owner the said Community Association is ready to undertake the obligation of enforcing these deed restrictions. Upon such conveyance and grant the Skyline Bel Air Estates Community Association shall have and shall succeed to all rights and duties with the same powers as if the Association had been named as reversionary owner initially.

23. These restrictions shall not apply to Lots 79, 124, 125, 126, 127 and 128.

24. Each lot shall be assessed in an amount not to exceed \$60.00 per calendar year to provide for the maintenance of all areas common to the subdivision and for services to the lots. This amount shall be paid by the record owner of the lot and shall be a lien against the particular lot. This lien right is exercisable by the reversionary owner named herein in the event such assessment is unpaid. The lien thus created shall be subordinate to mortgages, deeds of trust and contracts for the sale of real estate made in good faith for value on said lot. The amount of the annual assessment shall not be raised above \$50.00 per year without the consent of two-thirds of the lot owners in the subdivision. Lot owners with delinquent assessments shall not be entitled to vote.

25. The following restrictions may be waived by the reversionary owner when in the sole discretion of the reversionary owner good cause for such waiver is shown: Restrictions 5, 7 (b), and 12.

26. A dedicated easement and right-of-way in perpetuity is hereby reserved for the benefit of all lots herein for the erection, construction, maintenance and operation of systems for the transmission of electrical energy and for telephone lines and telegraph lines, and for the laying and maintenance of pipes, mains and conduits for the furnishing of water, gas, sewer service or for other purposes, together with the right of entry for the purpose of installing, maintaining and reading of gas, electric and water service meters, providing that the placement of all such utilities on each lot shall be only on the approval of the owner.

All of the aforesaid conditions and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in said property; however, his title thereto may be acquired, until the commencement of the calendar year 1996, on which date the said conditions and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on said property or any owner thereof; provided, however, that said conditions and restrictions shall be automatically extended for a period of ten years, and thereafter in successive ten year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the lots in said subdivision shall by written instrument duly recorded declare a termination of the same. Although the conditions, restrictions and covenants may expire as aforesaid, any and all reversions for breach of said conditions or restrictions committed or suffered prior to said expiration shall be absolute.

PROVIDED, that a breach of any of the provisions, conditions, restrictions, and covenants hereby established shall cause the real property upon which said breach occurs to revert to the reversionary owner, his heirs and assigns in interest as the owner of such reversionary rights herein provided for, and the owner of such reversionary rights shall have the right of immediate re-entry upon such real property in the event of any such breach, and as to each lot owner in said property the said provisions, conditions, restrictions and covenants shall be covenants running with the land and the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by the owner of the reversionary rights or by any owner of another lot in said property, but by no other person.

PROVIDED, FURTHER, that should the owner of the reversionary rights employ counsel to enforce any of the foregoing provisions, conditions, restrictions, or covenants, or re-entry, by reason of such breach, all costs incurred in enforcing these restrictions, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots, and the owner of such reversionary rights shall have a lien upon such lot or lots to secure payment of all such accounts.

PROVIDED, FURTHER, that the 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 lot or lots or portions of lots in 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 is or was acquired by foreclosure, trustee's sale or otherwise.

PROVIDED, FURTHER, that no delay or omission on the part of the owner of the reversionary rights or the owners of other lots in said property in exercising any rights, power or remedy herein provided, in the event of any breach of the conditions, restrictions, covenants or reservations 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 whatsoever against the owner of the reversionary rights for or on account of their failure to bring any action on account of any breach of said provisions, conditions, restrictions or covenants or for imposing restrictions herein which may be unenforceable by the owner of said reversionary rights.

PROVIDED, FURTHER, that in the event any one or more of the

conditions and restrictions hereinbefore set forth and contained shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of said conditions and restrictions not so declared to be void, but all of the remaining restrictions not so expressly held to be void shall continue unimpaired and in full force and effect, and

PROVIDED, FURTHER, that in the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event said terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Arizona.

PROVIDED, FURTHER, that said property shall be subject to any and all rights and privileges which the City of Tucson or the County of Pima, Arizona, may have acquired through dedication or the filing or recording of maps or plats of said property, as authorized by law, and provided further, that no conditions, restrictions, or privileges or acts performed shall be in conflict with any County Zoning Ordinance or Law.

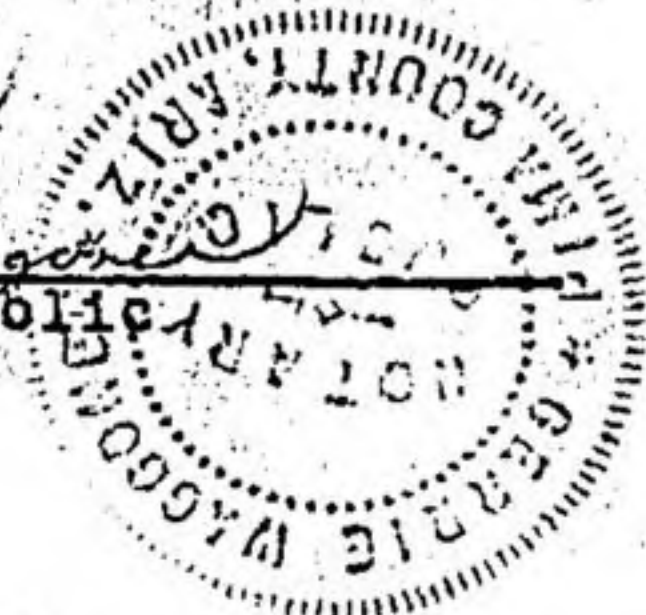
IN WITNESS WHEREOF, Stewart Title & Trust of Tucson, an Arizona corporation, as Trustee, has caused this instrument to be executed by its duly authorized officer, and its corporate seal to be hereunto affixed this 2nd day of March, 1966.

STEWART TITLE & TRUST OF TUCSON,
an Arizona corporation, as Trustee
under Trust No. 0305, as Trustee only
and not in its corporate capacity

By Lynn E. Bizik
Lynn E. Bizik, Trust Officer

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 2nd day of MARCH, 1966, by Lynn E. Bizik, who acknowledged himself to be Trust Officer of Stewart Title & Trust of Tucson, an Arizona corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by himself as such officer.

Gerie Wagoner
Notary Public


My Commission expires:
Aug. 23 1969.

14489

STATE OF ARIZONA) I hereby certify that the within No. _____
COUNTY OF PIMA) ss. Instrument was filed for record
In Pima County, State of Arizona Book 2693 Page 6-11

Witness my hand and Official Seal. ANNA SULLINGER, Date: 1966 MAR 3 AM 8 00
County Recorder Request of:

Indexed	Filed	Blotted
		AS

By Bertha Stephens
6. Deputy STEWART TITLE AND TRUST
Fee: 5.50