



Covenants, Conditions, and Restrictions (CCRs) for SUNSET ACRES

Recorded by Pima County Recorder's Office in 1959

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 AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That SAMUEL COHEN and IDA J. COHEN, husband and wife, being the owners of certain lots located in Sunset Acres, a subdivision in Pima County, Arizona, according to the map thereof, of record in the office of the County Recorder of Pima County, Arizona, in Book 11 of Maps and Plats at page 96,

Do hereby declare and establish a general plan for the improvement, development, ownership, use of and sale of said property, and each and every part thereof, and does hereby establish the manner, conditions, covenants upon and subject to which said property and each and every block and lot shown upon said map and now owned by Samuel Cohen and Ida J. Cohen, husband and wife, shall be owned, sold and conveyed.

That the owners do declare that henceforth said property shall be used, owned, sold and conveyed, subject to the restrictions, conditions and covenants herein set forth, which shall bind the present owners, his heirs, executors, administrators and assigns, all of which shall be binding upon and insure to the benefit of the present 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.

The restrictions, conditions, covenants and reservations which shall apply to said Sunset Acres, a subdivision are as follows:

- (1) Said property and the whole thereof shall be used for private residential purposes only.
- (2) No residence or building shall be erected or constructed nearer than twenty (20) feet from the front property line or nearer than twenty (20) feet from the nearest street line; said front property line shall be determined by the street or road running north and south or east and west of said property.
- (3) No building shall be erected or located nearer than eight (8) feet to any east or west property line of any parcel or lot in said Sunset Acres, adjoining a street or road running north or south.
- (4) No residence placed or erected on said property shall contain less than 720 square feet and to cost no less than \$5,000.00.
- (5) No tents, shacks or out-houses shall be erected or placed on said property; HOWEVER, a trailer house may be placed on said property for a period not to exceed one year.
- (6) No livestock, hogs, horses or cattle, or fowl of any kind shall be kept or maintained on said property, with the exception of the ordinary house pets, and 25 hens.
- (7) No fences of any kind shall be constructed or maintained on said property line, except that hedges may be planted and block or brick walls may be erected on property line.
- (8) Sewage disposal on said addition must comply with the regulations as set forth by the Pima County Health Department.
- (9) The owners herein reserve unto themselves, their heirs and assigns, all minerals, gas, oil, and fissionable materials.

The owners reserve unto themselves, the right from time to time, to make any changes they desire in these conditions and restrictions, which they deem beneficial to the owners of the majority of the lots in said subdivision.

(10) Any breach of any of the conditions, restrictions, covenants or reservations contained herein, shall not defeat or render invalid the lien of any mortgage, contract of sale, deed of trust made in good faith, for value as to any covenants shall be binding upon and effective against such mortgagee or other persons whose title thereto or the title of whose grantor thereto is or was acquired by foreclosure, judicial sale, termination of contract, trustees sale or otherwise.

(11) These restrictions, conditions, covenants and reservations shall run with the land and continue and remain in full force and effect at all times and against all persons for twenty-five (25) years from the date hereof. Provided, however, that the restriction referring to persons not of the white or Caucasian race shall be perpetual.

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

(13) Each and every said residential lot shall be used for single family private residence purposes only. No business of any nature shall be conducted on any of said residential lots, or any part thereof, and no building or other structure intended for, or adapted to, business purposes, and no apartment house, double house, duplex, flat building, lodging house, rooming house, hotel, hospital, sanitarium and/or sanitorium, or rental unit of any nature shall be erected, placed, permitted or maintained on any said residential lot, provided, however, that nothing herein contained shall be held to prevent the carrying on of the professional business of a physician and/or surgeon, in one or more rooms of a private residence building which is constructed for and occupied as a private residence, nor shall it be held to prevent the renting or leasing of a spare room or rooms in a private residence building.

(14) No bill boards, or advertising signs of any character shall be erected, placed, permitted or maintained on any of said residential lots, other than reasonable signs relative to the sale or rent of lots or portions thereof, or professional signs of physicians or surgeons. The subdividers shall be the sole judges of the reasonableness of such signs.

(15) No residential lot, or residential income lot, or any part thereof, shall be sold, conveyed, rented or leased in whole or in part to any person of African or Asiatic descent, or to any person not of the white or Caucasian race.

(16) No residential lot, or residential income lot, or business 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 noxious odors, or that will cause any noise that will or might disturb the peace, comfort, or serenity of the occupants of surrounding property. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become annoyance or nuisance to the occupants of surrounding property.

(17) In the event of a breach of any one or more of the provisions, restrictions, conditions and covenants herein established, it shall be lawful for the subdividers, or for any other person or persons owning any lot or lots situated in said property, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(18) No delay or omission on the part of the said subdividers, or the owners of other lots, in exercising any right, power, or remedy herein provided for in the event of any breach of the conditions, restrictions, covenants, and 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 against the said subdividers for or on account of his or their failure or neglect to exercise any right, power, or remedy herein provided for in the event of the breach of any of said provisions, restrictions, conditions or covenants or for imposing restrictions herein which may be unenforceable by said owner or owners.

(19) Whenever the name SUBDIVIDERS shall appear herein, the same shall be held to include their heirs, executors, administrators and assigns respectively.

(2) In the event that one or more of the conditions, restrictions, covenants, or provisions contained herein shall be declared null and void, the remainder thereof shall be unimpaired and in full force and effect.

Samuel Cohen
Samuel Cohen

Ida J. Cohen
Ida J. Cohen

STATE OF ARIZONA)
COUNTY OF PIMA) ss

This instrument was acknowledged before me this 2nd day of June, 1959, by SAMUEL COHEN and IDA J. COHEN, husband and wife.

Joyce G. Freeman
Notary Public

My commission expires:

Aug. 28, 1961

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MISCELLANEOUS

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State of Arizona)
County of Pima) ss.
I hereby certify that the within instrument was recorded at request of Samuel Cohen A. D. 1959 M.

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Book 1438

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Witness my hand and Official Seal
ANNA SULLINGER, County Recorder

By H. William McFee Deputy

mail (2)
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