



## Covenants, Conditions, and Restrictions (CCRs) for TIERRA VALENCIA 2-20

Recorded by Pima County Recorder's Office in 1967

### **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 AND ESTABLISHMENT OF RESTRICTIONS AND PROTECTIVE COVENANTS OF TIERRA VALENCIA SUBDIVISION, LOTS 2 THRU 20

KNOW ALL MEN BY THESE PRESENTS:

That JOSEPH R. CESARE and SUSAN L. CESARE, husband and wife, being the OWNERS, and hereinafter referred to as the OWNERS, of the following described property:

TIERRA VALENCIA, Lots 2 thru 20, being a portion of Lot 3 of Section 13, T 15 S, R 12 E, Gila and Salt River Base & Meridian, Pima County, Arizona.

Does hereby make, declare and publish these conditions, covenants, provisions and restrictions which shall run with, and for the benefit of the aforesaid land, and shall inure to and bind the OWNERS, its successors and/or assigns, and the owner of each and every part, lot, and parcel and said land, to wit: and as follows:

(1) Each and every lot shall be used for single residence purposes only, and no structure whatsoever other than one private family residence or one private mobil home, together with customary out-buildings including but not limited to private stable, garage, carport or guest quarters, may be erected, placed or maintained on said property.

(2) No business of any nature shall be conducted on any lot, provided however, that nothing contained herein shall be held to prevent the use of a portion of any residence as the office of a resident physician or dentist.

(3) No dwelling 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, and all other conditions and restrictions herein set forth; provided however, that the OWNERS or their designated agent grants permission in writing for occupancy in a building under construction or not fully completed.

(4) In the event that any building is substantially destroyed by fire or other cause and is permitted to remain unrepaired or is not removed from the property within a period of six months from the time of such destruction, the OWNERS, and/or one of its duly designated agents or employees shall have a right to enter upon the land for the purpose of removing said building and the expense of such removal shall be borne by, and payable by the land owner.

(5) No billboards, or other signs shall be erected, placed, permitted or maintained on any lots or any buildings erected thereon, other than a name plate of the occupant of any residence, or professional signs of physicians or dentists. The OWNERS shall be the sole judge of the reasonableness of such signs and name plates. However, nothing contained herein shall be construed as preventing the owner from maintaining on such property, and at such locations thereon as it may see fit, signs advertising lots for sale or other identify-

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ing or appropriate signs.

(6) The OWNERS expressly reserve the right to establish and maintain a temporary or permanent subdivision sales office upon land owned by the OWNER within Tierra Valencia.

(7) The OWNERS reserve the right to determine the location, type, and size of all mail or paper delivery boxes.

(8) Poultry, cattle, sheep, goats, hogs, horses or other livestock or animals may be kept or maintained on any part of said property as long as said animals do not interfere with quiet, peaceful enjoyment of the adjoining property owners and the keeping of said animals is not a nuisance in the sole discretion of the OWNERS hereof.

(9) The native growth of grease-wood, cactus, sahuaro, occitillo and palo verde on said property shall not be destroyed or removed from any of the lots by any of the lot owners, except as may be necessary for the construction and maintenance of driveways, residences, garages and other buildings, and/or walled in service yards and patios; in which event the native growth shall not be removed prior to commencement of construction.

(10) To the end that the character and appearance of all buildings, structures, landscaping and improvements placed upon said land shall present a harmonious appearance, and that the architectural styles and types blend and add to the overall beauty, no buildings, wall or any other structures whatsoever or any additions thereto or any exterior alterations thereof shall be erected, altered, placed or allowed to remain upon said premises unless nor until the architecture thereof, the color scheme therefore, the grading plan of the lot including the grade of elevation of said buildings and structures, the plot plan showing the proposed location of said building, structures or driveways upon said premises and the plans, specifications and details of said buildings, and structures shall have been approved, in writing, by the OWNERS, its architect or designee.

Before the owner of any lot shall commence construction or alteration of any of the aforesaid buildings or structures, such owner shall submit to the OWNERS two complete sets of plans and specifications for said structures or driveway, the erection or alteration of which is desired, including all the information referred to above and no work may be commenced upon any lot unless and until one set of said plans and specifications, with the approval or disapproval of the OWNERS, its architects or designees endorsed thereon, shall be returned to the person submitting said plans and specifications. (The other copy thereof shall be retained by the OWNERS.)

If the OWNERS, its architects or designees shall fail, in writing, to approve or disapprove of such plans and specifications within thirty days after the delivery thereof and/or no action has been instituted to enjoining the proposed work, then, in that event, the provisions of this paragraph shall be deemed waived.

Neither the OWNERS nor its architect, agent, employee or designee shall be responsible in any way for any defects in any plans or for any structural defects in any building or structure erected according to such plans and/or specifications.

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(11) All service facilities shall be designed and placed so as to be screened from view from the neighboring lots or roads, and shall be subject to the OWNERS' approval as to design and placement.

(12) All provisions, conditions, restrictions and covenants contained herein shall be binding upon all lots, parcels, or real estate and the owners thereof regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that the OWNERS shall have given written notification to the owner of the lot, upon which a breach has been committed, to refrain from the continuance of such action or to correct such breach, shall warrant and permit the OWNERS to apply to any court of law or equity, having jurisdiction thereof, for an injunction or other proper relief, and if such relief be granted, the court may, in its discretion, award to the plaintiff in such action reasonable expenses in prosecuting such suit including attorney's fees. If the OWNERS should fail to institute such action within 90 days of default, any lot owner in the subdivision may do so.

(13) No delay or omission on the part of the OWNERS, or the owner or owners of any other lot or lots in said property, in exercising any right, power or remedy provided for herein, 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 any one against the OWNERS for or on account of its failure to or neglect to exercise any right, power or remedy herein provided for in the event of any such breach; or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

(14) In the event that any one or more of the provisions, restrictions and covenants herein set forth shall be held to be null and/or void by any court of competent jurisdiction, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired, and remain in full force and effect.

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

(16) Until such time as one hundred (100) per cent of the lots in Tierra Valencia, Lots 2 thru 20 have been sold to individual lot owners, then the OWNERS or their designee, in their sole discretion, shall retain and have the right to amend, delete, or make changes in these conditions and restrictions which it, the OWNERS, deems beneficial and for the best interest and improvement of TIERRA VALENCIA, Lots 2 thru 20.

(17) No lot subject hereof shall be resubdivided.

(18) The aforesaid provisions, conditions, restrictions, and covenants shall not be binding upon the OWNERS of said property, their successors and assigns, however, the aforesaid provisions, conditions, restrictions, and covenants shall be binding upon the individual lot owners, their successors and assigns, and shall remain in full force and effect at all times and against all persons until January 1, 2000, at which time

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they may be extended for successive periods of ten (10) years, unless by a majority vote of the individual property owners it is agreed to change the said covenants and restrictions, in whole or in part, or to terminate and end them completely so that thereafter they shall be of no further legal or equitable effect on said property or any owner thereof.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 1<sup>st</sup> day of August, 1967.

Joseph R. Cesare  
Joseph R. Cesare

Susan L. Cesare  
Susan L. Cesare

STATE OF ARIZONA )  
COUNTY OF PIMA ) ss

This instrument was acknowledged before me this 1<sup>st</sup> day of August, 1967, by JOSEPH R. CESARE and SUSAN L. CESARE, husband and wife.

My commission expires:  
18/2/67

[Signature]  
Notary Public

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Fee 2.00  
INDEXED COPIES BLATTED  
State of Arizona }  
County of Pima } ss  
I hereby certify that the within instru-  
ment was filed for record as request  
Joseph R. Cesare  
1970 MAY 26 PM 2 58 488-441  
Page 2  
Witness my hand and Official Seal  
d y and year above written  
Lillian M. H. H. County Recorder  
[Signature]  
Deputy

5036 E. Broadway 85711

Mark  
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