Covenants, Conditions, and Restrictions (CCRs) for TWIN LAKES 1-148

Recorded by Pima County Recorder's Office in 1964

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 } ss

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona

Witness my hand and Official Seal ANNA SELLINGER
County Recorder

No. 47136
Book 2282 Page 579-584
Date: 1964 JUN 22 AM 8 02
Request of: STEWART TITLE AND TRUST

INDEXED	PAGED	BLUED
✓		✓

By Winifred Buchanan
Deputy
Fee: 3.50

TWIN LAKES

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That STEWART TITLE & TRUST OF TUCSON, an Arizona corporation, as Trustee under its Trusts No. 0220 and 0284, qualified to do business in the State of Arizona, being the owner of the following described real property, situated in the County of Pima, State of Arizona, to-wit:

> Lots One (1) through One Hundred Forty Four (144) inclusive, of Twin Lakes, a subdivision of Pima County, Arizona, according to the plat of record in the office of the County Recorder of Pima County, Arizona, in Book 17 of Maps, Page 70 thereof:

in desiring to establish the nature of the use and enjoyment thereof does hereby declare said real property subject to the following restrictive covenants as to the use and enjoyment thereof, all of which are and shall be construed as restrictive covenants running with the land and the title to said premises, and with each and every lot, part, and parcel thereof, except lots 145, 146, 147, and 148 lying within the boundaries thereof.

1. No building except a single family residential dwelling and a private garage or carport shall be erected, maintained, or permitted on any lot or portion thereof. No dwelling shall be used except as a single family dwelling.

2. No dwelling shall be erected upon any of lots one (1) through One Hundred Forty Four (144) inclusive, of Twin

6405-124

Lakes unless such dwelling contains at least one thousand (1,000) square feet of enclosed living area floor space. The term "living area floor space" is exclusive of floor space in porches, pergolas, patios, lanais, garages, and carports. All buildings shall be constructed of brick, adobe or other substantial masonry construction, or insulated frame construction. No more than one dwelling shall be built on any one lot.

3. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than seven thousand (7,000) square feet. No building shall be placed any closer than twenty (20) feet to the front or back lot line nor closer than eight (8) feet to any side lot line.

4. Any building constructed shall be placed on the lot in strict accordance with the Pima County Zoning Restrictions. No portion of the buildings erected on lots bordering the two lakes in said subdivision shall be placed closer than forty (40) feet to the boundary line of any said lake.

5. 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 material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which 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. The easement area of each lot and all improvements in it shall be maintained continuously by

the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. No house trailer, and no temporary or permanent structure of any nature shall be built, erected, placed or maintained on any lot apart from the main home building, provided, however, that detached garages, carports, ramadas and lanais of a similar type or style to the main dwelling, approved by the authorized representative or architect of the owner prior to their construction or erection may be placed on the property restricted hereby.

7. No store, office, or other place of business of any kind and no hospital, sanitarium, or other place for the care of treatment of the sick, physically or mentally, nor any theater, saloon or other place of entertainment shall be erected or permitted upon any lot, and no business or profession of any kind or character whatsoever shall be conducted in or from the building located on any lot or from any lot.

8. No swine, horses, cows, or other livestock, no pigeons, chickens, ducks, turkeys, or other poultry shall ever be kept upon any lot.

9. No solid wall, fence or hedge shall be erected or maintained nearer to the front lot line than the walls of the dwelling erected on such lot, and in the case of any lots on which no residence has been erected, no solid wall, fence, or hedge shall be constructed or maintained closer than twenty (20) feet to the front lot line of any lot except retaining walls placed along sidewalks. No side or rear fence or hedge and no side or rear wall other than the wall of a building constructed on any of said lots, shall be more than six (6) feet

in height. Lots bordering the lake shall not erect or maintain a fence, wall, rail or hedge at a greater height than three (3) feet within twenty (20) feet of any property line bordering the lake. PROVIDED, however, that split rail, wrought iron and similar fences not over thirty (30) inches in height may be erected to and along the sidewalk of the front yard of any lot.

10. No prefabricated building or structure of any nature whatsoever, permanent or temporary, shall be moved or placed upon or assembled or otherwise maintained on any lot, provided, however, that a temporary office, tool shed, saw shed, lumber shed, and sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structures shall be removed at completion of construction or selling of dwellings, whichever is later.

11. All clothes lines, equipment, service yards, garbage, refuse and other containers, wood piles, or storage piles shall be kept screened by adequate planting, fences or walls so as to conceal them from view of neighboring lots, streets, or lake front property. All rubbish, trash, or garbage shall be removed from the lots and shall not be allowed to accumulate thereon, and shall not be burned except by use of incinerator, and then only during the hours so specified by the Pima County Health Department.

12. Prior to the start of any construction on any of the lots, plans, specifications and plot plans presented by a qualified builder must bear the seal or approval of the qualified representative or architects representing Twin Lakes Development

Company to insure compliance with the over-all master plan.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots or any part thereof in Twin Lakes for a period of Fifty (50) years from date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless by a vote of a majority of the then owners of said lots to change the said covenants in whole or in part. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive 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 restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against any violator; provided, however, that a violation of these restrictive covenants or any one or more of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed on record, upon said lots or any part thereof.

The foregoing restrictions are severable and should any one of these restrictive covenants be invalidated by law, regulation, or court decree, such invalidity of any such restrictive covenant shall in no way affect the validity of the remainder of the restrictive covenants.

DATED at Tucson, Arizona, this 19th day of June, 1964.

STEWART TITLE & TRUST OF TUCSON
as Trustee under its Trusts No.
0220 and 0284.

By _____
Trust Officer Lynn E. Bizik

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 19th day of June, 1964, by Lynn E. Bizik as Trust Officer of Stewart Title and Trust of Tucson, as Trustee under its Trusts No. 0220 and 0284.

Notary Public

My commission expires:

3-8-67