



Covenants, Conditions, and Restrictions (CCRs) for VISTA DEL LAGO

Recorded by Pima County Recorder's Office in 1952

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 instrument was filed for record in Pima County, State of Arizona

No. 39331 BOOK 507 PAGE 363

Book 507 DOCKETED Page 363

Date 1952 SEP 8 PM 4:30

Request of: MISCELLANEOUS

Witness my hand and Official Seal.

ANNA SULLINGER,

County Recorder

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Deputy

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Ag. Structural Dept., U of A. City

VISTA DEL LAGO ADDITION

Declaration of Establishment of Conditions, Reservations, Restrictions, and Covenants, filed for record _____ and recorded in Docket Book _____, at Page _____, of Pima County, Arizona Records.

KNOW ALL MEN BY THESE PRESENTS: That Wallace A. Schafer, Clara B. Schafer, Horace L. Scofield and Beverly O. Scofield, being the owners of the following described real property near the City of Tucson, Pima County, Arizona, known as:

Vista Del Lago Addition to the City of Tucson, 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 9 of Maps and Plats at Page 113 thereof.

RESERVATIONS, RESTRICTIONS, AND CONDITIONS

The owners of said tract do hereby certify and declare that they have and do establish hereby a general plan for the improvement, development, ownership, use, sale and conveyance of said property and each and every part thereof, and do hereby establish the manner, conditions, restrictions and covenants upon and subject to which said property and each and every lot shown on said recorded map and plat as lying within said tract shall henceforth only be occupied, used, owned and conveyed subject to said restrictions, conditions and covenants, all of which are for the benefit of the present and future owners of said lots; and that said conditions, restrictions and covenants shall each and all apply to and bind the respective successors in interest of the present and/or future owner or owners of said lots and all, of the same; and that each of said restrictions, conditions and covenants shall impose upon each and all of said lots a servitude in favor of each and every lot in the said property as a dominant tenement or tenements and that said conditions, restrictions and covenants are as follows, to-wit:

1. The following restrictions, conditions and covenants shall apply to all lots in said property except as hereinafter specifically provided.

2. All lots will be known, used and described as private residence lots with the exception of lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, of Block 3.

3. Lots 1 to 13 inclusive, of Block 3, will be used for residential purposes, including double family dwellings, called duplexes. Only one duplex may be erected on any one of these aforementioned lots.

4. Lot 14 of Block 3 may be used for business purposes or residential purposes.

5. On all lots to be used for private residence purposes only, no building or structure of any nature intended for and adapted to business purposes, and no duplex, doublehouse, apartment house, hotel, hospital, rest home, sanitarium, and/or sanitorium shall be erected, placed, permitted or maintained; and no

business of any nature shall be conducted on any lot in said property except as hereinafter provided. Nothing herein contained shall be construed to prevent a professional man from using one or more rooms of a private residence building as his office, if said residence building is constructed for and occupied as a private residence.

6. Only one private residence may be erected, placed or maintained upon any lot. Not more than one additional outbuilding may be erected or maintained thereon for use as a garage, guest house, or quarters for domestic servants. No sheet or corrugated metal building, outbuilding or fence shall be erected, placed or maintained upon any lot.

7. No temporary house, trailer or tent shall be erected, placed or maintained on any lot. No residence shall be occupied in any manner while in the course of construction nor at any time prior to its being fully completed. The work of construction of any residence or building shall be prosecuted diligently and continuously from commencement until the same is completed.

8. The ground floor area of any main residence building, exclusive of all porches and garages and outbuildings shall be not less than eight hundred and fifty (850) square feet.

9. Any main residence building, including attached garage or car port, erected or placed upon any lot shall be not nearer to the street toward which it faces than thirty (30) feet; nor nearer to any adjoining property line than seven (7) feet; nor (on corner lots) nearer to any side street than ten (10) feet. No outbuilding may be placed nearer to any front property line than seventy-five (75) feet nor nearer to any adjoining property line than six (6) feet. Except that buildings for use as garages only may be placed upon any adjoining property line. Patio walls and fences may likewise be placed upon any adjoining property line.

10. Any lots may be resubdivided for the purpose of combining the resubdivided portion with adjoining lots. No resubdivision of a lot shall be deemed a building plot unless the parcel has a frontage of at least seventy-five (75) feet.

(a) The provisions of this paragraph do not apply to lot 14 of Block 3.

11. All buildings erected in Vista Del Lago Addition shall be of masonry or adobe construction, or frame construction completely covered with stucco plaster, except that redwood siding may be used in conjunction with masonry for decorative purposes or for utility rooms. All buildings shall be of such design and material as to enhance the appearance of the tract.

12. The building restrictions of this addition do not apply to the present dwelling house located on lot 2 of Block 4, but future improvements placed on said lot shall conform hereto.

13. No wooden fences shall be allowed nearer than thirty (30) feet to the front property line of any lot, nor any street side of any lot, and no fences, walls or other similar structures shall be built, nor shrubbery for hedges shall be grown over four (4) feet high within thirty (30) feet of the front property line of any lot.

14. No public bathing house, slaughter house, blacksmith shop, forge, foundry, or furnace of any kind or nature whatsoever, or tannery or other factory for the preparation or treatment of skins, hides, or leather, shall be erected or operated on any of the lots in this subdivision.

15. No cattle, horses, sheep, nor hogs shall be kept or maintained upon any lot. No poultry or rabbits shall be kept or maintained upon any lot on a commercial scale. Nothing in this restriction, however, shall be construed as in any way interfering with the keeping of ordinary domestic pet animals.

16. No refuse, trash, garbage, manure, automobile parts, old cars or unsightly material of any kind shall be allowed to accumulate on any open spaces or any part of said land. No noxious or offensive trade or activity shall be carried on upon said land, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

17. A breach of any of the provisions, conditions, restrictions or covenants hereby established, and a continuance of such breach for a period of thirty (30) days shall cause the real property upon which said breach occurs to revert to the undersigned or their successors and assigns as owners of the reversionary rights herein provided for, or the owners of such reversionary rights shall have the right to immediate re-entry upon such real property in the event of any such breach and a continuance thereof for a period of thirty (30) days, and as owners of 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, abated or remedied by appropriate proceedings by the owners of the reversionary rights or by the owner of other lot or lots hereinbefore described not owned by the undersigned or by the owner of other lot or lots in said additions with respect to which an instrument in the same general character as this has been executed but by no other person.

18. 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 for or 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 enforceable against all or any portion of said property acquired through foreclosure or by deed in lieu of foreclosure for any violation of the conditions, restrictions and covenants contained herein occurring after such acquisition of said property.

19. In the event of any lawsuits brought against anyone for violation of these restrictions, and judgment is found against the alleged violator, the violator will be responsible for a reasonable attorney's fee to be fixed by the court as well as all costs.

20. 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 until January 1, 1972, at which time they shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods

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the owners of a majority of the lots in said subdivision shall, by written instrument, duly recorded, declare a termination of the same.

21. In the event any one or more of the conditions, restrictions, covenants, and reservations herein contained shall be declared null and void, the remainder thereof shall be unimpaired and in full force and effect.

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Wallace A. Schafer
Wallace A. Schafer

Clara B. Schafer by Wallace A. Schafer
Clara B. Schafer her attorney in fact

Horace L. Scofield
Horace L. Scofield

Beverly O. Scofield
Beverly O. Scofield

STATE OF ARIZONA)
COUNTY OF PIMA) ss

This instrument was acknowledged before me, this 6 day of Sept, 1952.

by Wallace A. Schafer, Clara B. Schafer by Wallace A. Schafer her attorney in fact, Horace L. Scofield & Beverly O. Scofield

Willie Wilson
Notary Public

