



Covenants, Conditions, and Restrictions (CCRs) for WARWICK VILLAGE 1-228

Recorded by Pima County Recorder's Office in 1962

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)

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

No. 15092 MISCELLANEOUS 380-
Book 1743 Page 381

Witness my hand and Official Seal.

ANNA SULLINGER,
County Recorder

Date: _____
Request of: 1961 MAR 3 PM 2:12

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<i>[initials]</i>		<i>[initials]</i>

By: *[Signature]*
Deputy

ARIZONA LAND TITLE & TRUST CO.
Fee: 2.50

DECLARATION OF ESTABLISHMENT OF
CONDITIONS AND RESTRICTIONS OF
WARWICK VILLAGE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owner of the following described property;

Lots 1 through 227 of WARWICK VILLAGE,
according to the plat of record in the
office of the County Recorder of Pima
County, Arizona, in Book 15 of Maps and
Plats, Page 36 thereof;

and desiring to establish the nature of the use and enjoyment of said property, does
hereby declare that the following conditions, restrictions and stipulations shall
apply to all of the above lots, and do further declare that all conveyances of these
lots shall be made subject to the following conditions, restrictions and stipulations:

1. Said lots shall be known and described as "residential building lots" and used for those purposes only.
2. All improvements and construction shall meet with the minimum FHA requirements.
3. Owner reserves the right to approve all plans for construction contemplated on said lots.
4. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling, together with guest house or maid's quarters in connection therewith, not to exceed one and one-half stories in height, and a private garage or carport for not more than two cars, one story in height.
5. No garage or other buildings whatsoever shall be erected on any of said lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the conditions, restrictions, and stipulations herein contained; and prior to the erection of the main building herein permitted on any of said lots, no garage or other out-building shall be used for residential purposes.
6. No trailer shall be used as a residence temporarily or permanently.
7. No residence building shall be erected, permitted or maintained on any of said lots which shall have a ground floor area of less than 900 square feet, such ground floor area to be exclusive of open porches, pergolas or an attached garage.
8. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than eight feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located five feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than ten feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
9. No residential structure shall be erected or placed on any parcel lots, which parcel has an area of less than 7,500 square feet.
10. All construction on residential building lots shall be of masonry constructions, and no frame or wooden building shall be erected, altered, placed or permitted to remain on any lot in WARWICK VILLAGE, EXCEPT carports, storage rooms and ramadas.

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11. No hospital or sanitarium shall be constructed or maintained on any of said lots in WARWICK VILLAGE; and no building used or occupied in the care, lodging or entertainment of persons suffering from disease shall be maintained, kept or permitted on any of said lots for commercial or rental purposes.

12. No hogs, goats, horses, cows, sheep, poultry, pigeons or rabbits shall be kept on any of said property. Nothing in this restriction shall be construed, however, as preventing, or in any way interfering with, the keeping of ordinary domestic pet animals.

13. The restrictions and covenants contained in Paragraph 11 shall be perpetually appurtenant to said lots.

14. After interest of the Owner has terminated, a committee of property owners may be appointed to carry out the provisions of said restrictions.

It is expressly understood and agreed that said WARWICK VILLAGE has been platted and laid out as a choice and attractive residential district, and that these covenants and restrictions are made for the lots herein described, and are to run with the land and shall inure to the benefit of and be binding on all parties or persons claiming under them until January 1, 2001 at which time such covenants and restrictions are made for the lots herein described, and are to run with the land and shall inure to the benefit of and be binding on all parties or persons claiming under them until January 1, 2001 at which time such covenants and restrictions shall be automatically extended for successive periods of five years, unless by a majority vote of the then individual property owners it is agreed to change the said covenants and restrictions in whole or in part; provided, however, that the restrictions contained in Paragraph 11 shall be perpetually appurtenant to said lots.

If any person shall violate or attempt to violate any of the said covenants or restrictions herein before January 1, 2001, or such time later as may be set up by the provisions of the paragraph preceding, this one, it shall be lawful for any other persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violation.

Should any of the covenants or restrictions herein be held invalid or void, such invalidity or voidance of any covenants or restriction shall not affect the rest of this instrument or any valid covenant or restriction herein contained.

Any violation of the foregoing provisions, conditions, restrictions, or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property. But such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

IN WITNESS WHEREOF these presents have been signed this 2 day of March, 1961.

ARIZONA LAND TITLE AND TRUST COMPANY,
an Arizona corporation, Trustee under Trust
No: 6090-T
BY Rayne Claver
Assistant Trust Officer

STATE OF ARIZONA
COUNTY OF PIMA

ATTEST _____

This instrument was acknowledged before me this 2nd day of March, 1961, by WAYNE GLOVER, Jr. SR who acknowledged themselves to be the Assistant Trust Officer and _____ of ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona corporation, as an act of the corporation.

B. J. Ambrose
Notary Public

My Commission expires: 11-25-61.

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