



Covenants, Conditions, and Restrictions (CCRs) for CASAS ESTRADA Recorded by Pima County Recorder's Office in 1955

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.

Witness my hand and Official Seal.

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

ANNA SULLINGER,

County Recorder

By: *[Signature]*
Deputy

No. 49952

Book 886

Page 447

Date: 1955 SEP 7 PM 2:01

Request of:

TUCSON TITLE INSURANCE COMPANY

Fee: 23

Indexed	Paged	Filed
<i>[initials]</i>		<i>[initials]</i>

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ESTES BROS. CONSTRUCTION CO., an Arizona corporation, being the owner of all that certain property situated in the County of Pima, State of Arizona, and described as follows:

Lots 1 to 13, inclusive, in Casas Estrada, a subdivision in Pima County, Arizona, according to the map or plat thereof, of record in the office of the County Recorder of Pima County, Arizona, in Book 11 of Maps and Plats at page 40.

DOES HEREBY CERTIFY AND DECLARE that it has established and does hereby establish a general plan for the improvement and development of said property, and does hereby establish the provisions, conditions, restrictions and covenants upon and subject to which all lots and portions of lots in said property (which entire property is herein referred to as "said property") shall be improved or sold and conveyed by it as such owner, each and all of which is, and are, for the benefit of each owner of land in said property, or any interest therein, and shall inure to and pass with each and every parcel of said property, and shall apply to, and bind, the respective successors in interest of the present owner thereof, and are, and each thereof is, imposed upon said property as a servitude in favor of each and every parcel of land therein as the dominant tenements or tenements, as follows, to-wit:

1. The said property and the whole thereof, shall be used for private residence purposes only.

No structure whatever, other than one (1) first-class, private, one-family residence with the customary outbuildings shall be erected, placed or maintained on any lot in said property.

2. No billboards of advertising signs of any character shall be erected, placed, permitted or maintained on said property, or any part thereof, other than reasonable signs relative to the sale or rent of said property, or portions thereof.

3. No residence placed or erected on said property shall be occupied in any manner while in the course of construction or at any time prior to its being fully completed as herein required. No garage or other outbuilding shall be placed, erected, or maintained upon any part of said property except for use in connection with a residence already constructed, or under construction at the time that such garage or other outbuilding is placed or erected upon the property.

4. Any building erected or placed upon any part of said property must meet the set back requirements of the City of Tucson.

5. Each residential dwelling constructed shall contain not less than 750. sq. ft. of floor space exclusive of porches, and carports, and shall not exceed one story in height.

6. No cess pools shall be constructed, used or maintained in connection with any residence upon any of the property.

7. No cattle, horses, sheep, hogs or other livestock shall be kept or maintained upon any lot. Nothing in this restriction shall be construed however as preventing the keeping of ordinary domestic pets.

8. The aforesaid conditions and restrictions and each and all thereof shall continue and remain in full force and effect at all times as against any owner of any of said property, however his title thereto may be acquired, until January 1, 1995, on which date the said conditions and restrictions and each and all thereof shall terminate and end and thereafter be of no legal or equitable effect on the said property or any owner thereof.

A breach of any of the provisions, conditions, restrictions or covenants hereby established, and a continuance of such breach for a period of 30 days may be enjoined, abated, or remedied by appropriate legal proceedings by the owners of any other lot or lots in said subdivision, but by no other person.

9. A breach of any 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 said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title thereto or whose grantor's title thereto is or was acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, the party hereto has signed its presents by duly authorized officers, this 2nd of Sept, 1955.

ESTES BROS. CONSTRUCTION CO.

By: Max K. Estes
Secretary - Treasurer.

By: Joy G. Davis
Joy Davis

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 30th day of August 1955.

by Joy G. Davis



My Commission Expires: 9/13/55

W. G. Hatcher
Notary Public

STATE OF ARIZONA)
) ss:

This instrument was acknowledged before me this 6th day of September, 1955, by MAX K. ESTES as Secretary-Treasurer of ESTES BROS. CONSTRUCTION CO.

Paul A. B. Cushman
Notary Public

My commission expires: 9-1-58.