



Covenants, Conditions, and Restrictions (CCRs) for CATALINA HEIGHTS Recorded by Pima County Recorder's Office in 1986

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.

Picked-up by City Clerk

RICHARD J. KENNEDY, RECORDER, RECORDED IN OFFICIAL RECORDS OF PIMA COUNTY, ARIZONA
at the request of *McHovers, Mac Vitte* Date **NOV 06 '86 -9AM**
Fee *8032* Fee # _____ Book *7906* Pg *670-674*

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

LAWYERS TITLE OF ARIZONA, an Arizona corporation, as Trustee under Trust No. 7243T, (referred to as the "Declarant") is the owner of or has an interest in the real property described in Exhibit "A" (referred to as the "subject property") and hereby declare that the subject property shall be improved, occupied, owned, conveyed, encumbered, leased and used subject to the covenants, conditions and restrictions (referred to as the "CCRs") below described.

I

RECITALS

1.01 The CCRs are imposed upon the subject property in relation to a request for a subdivision of the subject property in City of Tucson (referred to as the "City") subdivision case known as Fairfield's Pima Office Complex, C12-86-28 (referred to as "the subdivision").

1.02 The subdivision of the subject property will permit Declarant to convert an existing structure(s) into office condominiums covering approximately 113,779 square feet. The CCRs, as part of the subdivision, will insure that Declarant or successors in interest will participate in a street improvement district for Pima Street if such is initiated within the five year period.

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1.03 Failure to abide by any of the CCRs would adversely affect the health, safety and welfare of the public in general, and the adjacent and nearby property owners in particular.

II

TERMS

2.01 Incorporation. The above recitals are herewith incorporated by reference.

2.02 Duration. The CCRs shall run for a period of five (5) years from the date hereof.

2.03 Operative Provisions. Declarant or successors in interest hereby agree to participate in any street improvement project initiated for Pima Street between Craycroft to Wilmot Road.

2.04 Warranty. The undersigned warrant that they are the owners of or have an interest in the subject property.

2.05 Effect of CCRs. The CCRs shall be enforceable by the City as a municipal corporation and as trustee of the real property dedicated to the public in the abutting and nearby streets and rights-of-way owned by the City. They shall be binding upon all persons owning or occupying any portion of the property from the date of recording of this Declaration. In the event the rezoning for any phase or portion of a phase shall be revoked or lapse and not be extended, then such portion of the subject property shall not be subject to these CCRs.

2.06 CCRs as a Legal Servitude. The CCRs are impressed and imposed upon the subject property and are to run with the

land as a servitude in favor of (1) the City as a municipal corporation, and (2) the City as trustee of the real property dedicated to the public in the abutting and nearby streets and rights-of-way owned by the City as trustee. The CCRs are intended as an equitable servitude to bind the Declarant, the devisees, heirs, assigns, grantees, personal representatives or other successors in interest of the Declarant, in any of the property, however title thereto shall be acquired.

2.07 Remedies for Breach. Any breach of any of these CCRs, if continued for a period of thirty (30) days from and after the date the City shall notify, in writing, the owner or occupant of the subject property to refrain from continuance of such breach and to correct such breach, shall justify and allow the City 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 any such action the reasonable expenses in prosecuting the suit, including reasonable attorney's fees. In addition, the City may take any affirmative action toward alleviating the breach at the sole expense of the Declarant, their devisees, heirs, assigns, grantees, personal representatives or other successors in interest, irrespective of how that interest shall have been acquired.

2.08 No Waiver of Breach. In the event of a breach of any of the CCRs herein contained, any delay or failure on the part of the City to exercise any rights, powers, or remedies herein

-rovided, shall not be construed as a waiver thereof or acquiescence therein.

2.09 Revisions. The CCRs may be amended, revised or modified by the Declarant with the prior written approval of the Mayor and Council of the City.

IN WITNESS WHEREOF, the undersigned have executed these presents this 21st day of October, 1986.

LAWYERS TITLE OF ARIZONA,
an Arizona corporation, as
Trustee under Trust No. 7243T
and not otherwise.

By Joyce M. Rodda
JOYCE M. RODDA, TRUST OFFICER

STATE OF ARIZONA)
) ss:
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 21st day of October, 1986, by Joyce M. Rodda, Trust Officer, on behalf of the corporation.

Doris J. Clark
NOTARY PUBLIC

My Commission Expires:

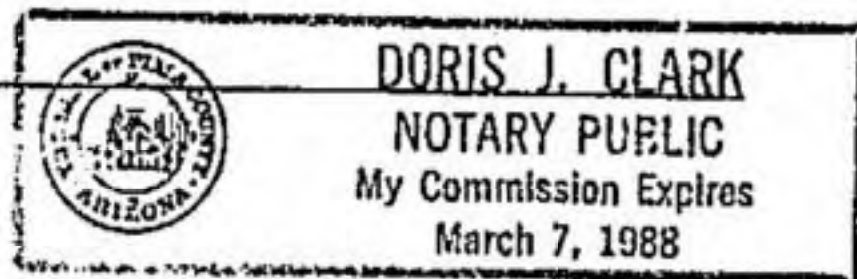


EXHIBIT "A"

PARCEL I:

Lot 6, and the west half of Lot 7 in Block 7 of CATALINA HEIGHTS, EXCEPT those parts of Lots 6 and 7 thereof lying within Pima Avenue as shown on Road Map recorded in Book 5 of Road Maps, at page 22;

and

The north 67 feet of Lot 5 in Block 7 of CATALINA HEIGHTS, all being a subdivision of 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 4 of Maps and Plats, at page 19 thereof.

PARCEL II:

The east half of Lot 7, and Lot 8, EXCEPT the east 57.47 feet of the south 100 feet thereof, all in Block 7 of CATALINA HEIGHTS, a subdivision of 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 4 of Maps and Plats, at page 19 thereof;

EXCEPT from said Lots 7 and 8 those parts thereof lying within Pima Avenue as shown on Road Map recorded in Book 5 of Road Maps, at page 22;

FURTHER EXCEPT from said Lots 7 and 8 those portions having heretofore been conveyed to the City of Tucson, in instruments recorded in Docket 2165, at pages 365 and 366.

PARCEL III:

The east 57.47 feet of the south 100 feet of Lot 8 in Block 7 of CATALINA HEIGHTS, a subdivision of 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 4 of Maps and plats, at page 19 thereof;

TOGETHER WITH an easement for ingress and egress over the east 15 feet of the north 200 feet of said Lot 8.

C12-86-28 SJB
FAIRFIELD'S PIMA OFFICE COMPLEX

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