



## Covenants, Conditions, and Restrictions (CCRs) for MIRASOL ADDITION Recorded by Pima County Recorder's Office in 1983

### **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.*

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

JOHN P. VANDENBURGH, JR., and BETTY W. VANDENBURGH, as Trustees under a trust agreement dated March 5, 1971 (referred to as the "Declarant") are the owner of the real property described in Exhibit "A" (referred to as the "subject property") and hereby declares 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 rezoning of the subject property from R-2, R-4 and B-1 zoning districts to a B-2A Business Zone district in City of Tucson (referred to as the "City") rezoning case known as American Fence Co. - Park Avenue, C9-80-62 (referred to as "the rezoning").

1.02 The rezoning of the subject property will permit Declarant to bring existing use and development of the subject property into compliance with the requirements of the B-2A zone. The CCRs, as part of the rezoning, will insure that required screening of the subject property is installed in the event certain abutting property is not acquired by the Declarant from the City and property rezoned.

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 ten (10) years from the date hereof.

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RE: ORDINANCE 5829



2.03 Operative Provisions. In the event that Declarant fails to acquire from the City and rezone Lots 22 and 23, Block 10 of Mirasol Addition prior to July 1, 1988, Declarant shall install at their expense satisfactory screening on the east boundary of Lot 18, Block 10, Mirasol Addition.

2.04 Warranty. The undersigned warrant that they are the owner of the subject property and that the subject property is free of any encumbrances or liens.

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 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, the devisees, heirs, assigns, grantees, personal representatives or other successors in interest of the Declarant, 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 provided, 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 has executed these presents this 24 day of June, 1983.

John P. Vandenburg, Jr.  
JOHN P. VANDENBURGH, JR.

Betty W. Vandenburg  
BETTY W. VANDENBURGH

STATE OF ARIZONA )  
                          ) ss.  
COUNTY OF PIMA )

The foregoing instrument was acknowledged before me this 24 day of June, 1983, by John P. Vandenburg, Jr. and Betty W. Vandenburg.

[Signature]  
Notary Public

My Commission Expires:  
July 1, 1986



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EXHIBIT "A"

Lots 16, 17, 18, 19, 20 and 21 in Block 10 of MIRASOL ADDITON, in the City of Tucson, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 5 of Maps and Plats at Page 53.

EXCEPT ANY PORTIONS PREVIOUSLY DEDICATED TO THE CITY OF TUCSON FOR RIGHT OF WAY.

STATE OF ARIZONA

COUNTY OF PIMA

By my hand and Official Seal.

Indexed	Paged	Noted

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



RICHARD J. KENNEDY

County Recorder

By \_\_\_\_\_ Deputy

No.

87161

Book

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Date

AUG 4 '83 - 3 PM

Request of

CITY CLERK'S OFFICE

Fees

\$3.00

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