



Covenants, Conditions, and Restrictions (CCRs) for RODEO ADDITION NO 2 1-62

Recorded by Pima County Recorder's Office in 1958

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 ESTABLISHMENT
OF CONDITIONS, RESERVATIONS AND RESTRICTIONS

Applying to

RODEO ADDITION NO. 2 - Lots 1 through 62

To the City of Tucson, County of Pima, State of Arizona, as shown by the map or plat of said addition of record in the office of the County Recorder of Pima County, Arizona, recorded on the 20th day of June, 1958, in Book 13 of Maps and Plats at page 14 thereof.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned owners of Rodeo Addition No. 2, Lots 1 through 62, as above described, do hereby declare that we have established and do hereby establish the following provisions, conditions, restrictions, reservations and covenants, upon and subject to which all of the lots and portions of lots in said Rodeo Addition No. 2 shall be improved by the undersigned, or sold or conveyed by the undersigned, each and all of which provisions, conditions, restrictions, reservations and covenants, is and are for the benefit of each and every owner of land in said addition, their heirs, executors, administrators, successors and assigns, and shall inure to the benefits of and pass with each and every parcel of land in said Rodeo Addition No. 2 owned by the undersigned, and shall apply to and bind the purchasers of any portion or portions of said Rodeo Addition No. 2 hereinbefore mentioned and their successors in interest, in and to said property, and each and all of which provisions, conditions, restrictions, reservations and covenants are impressed and imposed upon each and every parcel of the hereinbefore mentioned Rodeo Addition No. 2 in favor of each and every other parcel thereof and in favor of each and every parcel of land in said additions owned by others executing instruments of the same general character as this, as follows, to-wit:

1. Lots 1 to 20 inclusive and Lots 29 to 32 inclusive shall be restricted to use in accordance with present zoning and building restrictions of the Pima County Zoning Ordinance known as CR-4.

2. Lots 21 to 28 inclusive and Lots 33 to 53 inclusive shall be restricted to use in accordance with present zoning and building restrictions of the Pima County Zoning Ordinance known as CR-4, except that only single dwellings for one family may be built on said lots 21 to 28 inclusive and lots 33 to 53 inclusive and no duplex dwelling or other multiple dwellings shall be permitted on said lots.

3. Lots 54 to 62 inclusive shall be restricted to use in accordance with present zoning and building restrictions of Pima County Zoning Ordinance known as CB-2, except the front line building set-back on Tucson - Nogales Highway shall be as follows: Lots 54 and 55 - twenty-foot building set-back from the front property line; and Lots 56 to 62, inclusive - thirty-five foot building set-back from the front property line.

4. All private residences ^{and} duplexes shall have a floor area of not less than 850 square feet.

5. Garages and other out-buildings must be built of the same style and have the same architecture as the house to which they are appurtenant. No tin or galvanized iron garages will be permitted.

6. The undersigned may appoint a committee of property owners to serve for twelve-month periods to assist in the enforcement of these restrictions; the plans for all buildings erected on this addition must be approved by said committee, as to value, conformity, material and elevations before any constructions will be permitted.

7. No tents, shacks, trailers, automobiles or otherwise, or temporary structures shall be used as temporary or permanent living quarters, whether prior to, or after the erection of a permanent dwelling; no refuse, trash, garbage, manure, automobile parts, old cars or unsightly materials of any kind shall be allowed to accumulate on any open space on any part of any lot in said subdivision, or on any street or easement thereof. No outside toilets will be permitted. All buildings must be completed within one year from the date of commencement of construction. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. Any ownership or single holding comprising part of one lot, or two or more adjoining lots, or all of one lot and part, or parts, of one or more adjacent lots, may, at the option of the undersigned, be considered one lot within the meaning of the word "lot" as used herein.

9. No unsightly fences shall be allowed on any lot, and no fences, walls or other similar structures shall be built, nor shrubbery or hedges shall be grown, over four feet high within twenty-five feet of the front property line of any lot.

10. No livestock or animals of any kind or description, with the exception of the customary and/or ordinary house and yard pets, shall be kept or allowed to remain upon any part or portion of this addition; and no male fowl shall be kept or allowed to remain upon any portion of said addition.

11. All sewage disposal plants and/or appurtenances thereto must conform with the standards of the Pima County Health Department, the State Health Department, or any other law enforcing agencies having jurisdiction thereof.

12. The aforesaid conditions and restrictions and each and all thereof shall continue and remain in full force and effect at all times against any owner of any of the hereinbefore-described property, however his title thereto may be acquired, until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

13. In the event any lawsuit is 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.

14. 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 proceeding by the present owners or their assigns, or other owners of lots in said addition, but by no other persons.

15. 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 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.

16. No delay or omission on the part of the undersigned or their successors in interest, or of owners of other lots in said Rodeo Addition No. 2 having the right hereunder to exercise same, in exercising any right, power or remedy herein provided for in the event of any breach of the conditions, restrictions, covenants or reservations herein contained, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against the undersigned or their successors in interest for or on account of their failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach of any of said provisions, conditions, restrictions, covenants or reservations or for imposing restrictions herein which may be unenforceable.

17. The undersigned or their successors or assigns shall have the right, from time to time, to make any changes it desires in these conditions and restrictions which it deems beneficial to the owners of the majority of the lots in said subdivision.

IN WITNESS WHEREOF, the undersigned have hereto set their hands this 22 day of July, 1958, and caused these presents to be executed by its duly authorized officers.

MONTEREY WATER COMPANY, a corporation,

By Evo De Concini
President

ATTEST:

Hassie Carne Baker
Secretary

STATE OF ARIZONA)
 : SS.
COUNTY OF PIMA)

This instrument was acknowledged before me, a Notary Public, this 22nd day of July, 1958, by Evo De Concini and Hassie Carne Baker as President and Secretary respectively of MONTEREY WATER COMPANY, a corporation.

Lamedochis
Notary Public

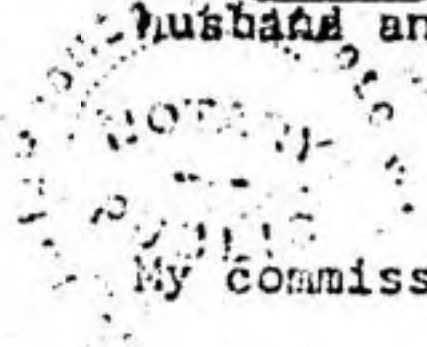
My commission expires June 13, 1959.

The undersigned, A. A. Gallo and Alice Gallo, husband and wife, owners of that certain mortgage dated October 8, 1957, and recorded in Book 1241, pages 327 to 329, in the office of the County Recorder of Pima County, Arizona, affecting said Rodeo Addition No. 2, do hereby consent to and approve of the foregoing Conditions, Reservations and Restrictions.

A. A. Gallo
A. A. Gallo
Alice Gallo
Alice Gallo

STATE OF ARIZONA)
) SS.
COUNTY OF PIMA)

This instrument was acknowledged before me, a Notary Public, this 23rd day of July, 1958, by A. A. Gallo and Alice Gallo, husband and wife.



R. A. Gallo
Notary Public

My commission expires June 13, 1959.

15043

Fee 4.00

INDEXED	COMPARED TO	COPIES	NOTED
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

State of Arizona }
County of Pima } ss.

I hereby certify that the within instrument was filed for record as request

of Raylton K. Raylton

JUL 23 AM 10:25 A.D. 19

Book 1293

Pages 116-119

Witness my Hand and Official Seal of ANNA SULLIVAN, County Recorder

By Alice Gallo Deputy

BOOK 1293 PAGE 119

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: CDG
DEPUTY RECORDER
1105 PE1



DOCKET: 12484
PAGE: 751
NO. OF PAGES: 5
SEQUENCE: 20050250218
02/07/2005
COV 12:04
MAIL
AMOUNT PAID \$ 10.00

W
LEO R KATZ
2415 E 7TH ST
TUCSON AZ 85719

COVENANT REGARDING DEVELOPMENT AND USE OF REAL PROPERTY

This Covenant Regarding Development and Use of Real Property ("this Declaration") is a declaration of covenants, conditions and restrictions made by undersigned "Declarant", whose true and full name is:

OVERLAND CABLE SERVICES INC. Tucson AZ
Declarant's name and place of incorporation, if applicable

Recitals

A. Declarant owns and is in sole possession and control of the real property located in the City of Tucson, Pima County, Arizona described in Exhibit A, all of which is collectively referred to in this Declaration as the "Subject Property".

B. This Declaration is made to facilitate the submission and approval of a development plan or site plan for the Subject Property (the "Development/Site Plan"). The Development/Site Plan is identified in City of Tucson Development Services Center records as Case No. T04CM04501.

C. Although the buildings shown on the Development/Site Plan will be constructed on only a portion of the Subject Property, the City of Tucson requires the submission of a development plan for the entire Subject Property because the entire Subject Property is interrelated for purposes of certain Tucson City Code regulations, as they may be amended from time to time, and particularly (but not by way of limitation) the Land Use Code, the various technical and building codes and regulations adopted by City Code Chapter 6, the Fire Code and related regulations adopted by City Code Chapter 13, the development compliance review regulations adopted by City Code Chapter 23A, and the Floodplain and Erosion Hazard Management ordinance and regulations adopted by City Code Chapter 26. All of these Tucson regulations affecting the development of property are collectively referred to in this Declaration as the "Development Regulations".

D. Declarant makes this Declaration for the purpose of securing the City of Tucson's consent to use the Subject Property as a single unified building site for all purposes under the Development Regulations.

(I:\ATTFILES\DEVELOP\SUBDIV\A0001589.DOC)

COVENANT REGARDING DEVELOPMENT AND USE OF REAL PROPERTY

PAGE 1 OF 4

CCR 020220 Lot Combo Declaration (A0001589) 02/20/2002 10:32 AM

12484 00751

5

Covenants, Conditions and Restrictions

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here by reference, Declarants hereby establish the following covenants, conditions and restrictions for the Subject Property:

Article 1. Use and Development of the Subject Property

1.1. *Declaration.* Declarants hereby declare that the Subject Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth in this Declaration, which are for the purpose of receiving City of Tucson approval of the Development/Site Plan, and which shall run with the Subject Property and be binding upon and shall inure to the benefit of Declarant and all parties having any right, title or interest in the Subject Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall also inure to the benefit of the City of Tucson.

1.2. *Modification of Development.* Any and all development, redevelopment, modification, use, or sale of the Subject Property or any portion of it shall satisfy one of the following conditions:

1.2.1. It shall conform to the Development/Site Plan as approved by the City of Tucson.

1.2.2. It shall conform to the then-existing Development Regulations and shall not cause or increase a nonconformance to such regulations elsewhere on the Subject Property.

1.2.3. It shall conform to an approved modified development plan submitted by or with the written consent of all then-owners of all portions of the Subject Property affected by the modified development plan.

Article 2. Unified Treatment of the Subject Property

2.1. *Effect on Development Regulations.* Declarant understands and acknowledges that the literal application of the requirements of the Development Regulations would not allow a building to straddle property lines without meeting various requirements, including, among other things, the following:

2.1.1. The construction of fire separation walls without openings along all property lines.

2.1.2. Separate consideration of construction type, allowable heights, allowable area, fire sprinkler systems, standpipes, fire alarms, smoke control systems, emergency systems, and exit systems for each separate lot or parcel.

2.1.3. The provision of free and unobstructed egress from all portions of all buildings to a public way without crossing boundary lines of adjoining property.

1210042007507

2.1.4. The establishment of required building setbacks from each lot or parcel line.

2.1.5. The provision of separate electric, water, sewer, automatic fire sprinkler, fire alarm, heating and ventilating systems on each separate lot or parcel.

2.2. *Unified Parcels.* To provide an alternate method of meeting the safety objectives of the Development Regulations while allowing construction across property lines within the Subject Property, Declarant hereby covenants, conditions, and restricts all future use and development of the Subject Property so as to treat the Subject Property as a single lot for purposes of compliance with all applicable provisions of the Development Regulations.

2.3. *Effect of Violation.* Declarant hereby acknowledges and consents that any voluntary or involuntary action by or on behalf of an owner of any portion of the Subject Property that has the effect of separating the use and operation of any portion of a building constructed across a lot or parcel line from the remainder of that building creates a potential public safety hazard that justifies the City of Tucson to require the building to be closed to the public immediately and to remain closed to the public unless and until the building is modified to satisfy the requirements of the then-existing Development Regulations. Such modifications may include, but are not limited to, the following:

2.3.1. Construction of a demising wall on the boundary of the separately used and operated portions of the building and physical and operational separation of all electric, water, sewer, automatic fire sprinkler, fire alarm, heating and ventilating systems.

2.3.2. Demolition of portions of the building that cannot reasonably be modified to satisfy the requirements of the then-existing Development Regulations.

2.4. *Other Use of Unified Parcels.* Nothing in this Article 2 shall restrict the Subject Property from enjoying the rights and benefits that would otherwise apply to the Subject Property if they were in fact a single lot, including without limitation the ability of one or more owners of the Subject Property to divide the Subject Property for purposes of development or sale, provided that such development or sale can be accomplished without violating the terms of this Declaration.

Article 3. Enforcement

3.1. *Enforcement Generally.* Declarants and the City of Tucson shall have the right to enforce the conditions, covenants and restrictions imposed by this Declaration by any legal procedure or action.

3.2. *City Enforcement.* In addition to the enforcement rights set forth in paragraph 3.1, the City of Tucson is expressly authorized to enforce this Declaration by

(I:\ATTFILES\DEVELOP\SUBDIV\A0001589.DOC /)

COVENANT REGARDING DEVELOPMENT AND USE OF REAL PROPERTY

PAGE 3 OF 4

CCR 020220 Lot Combo Declaration (A0001589) 02/20/2002 10:32 AM

1074004 007-100

withholding any and all development approvals, permits, certificates of occupancy, or other government authorizations or approvals unless and until all violations are corrected.

3.3. *Costs and Attorneys Fees.* In addition to any damages or remedies otherwise available, the prevailing party in any action to enforce this Declaration shall be awarded their costs and expenses of such proceedings, including reasonable attorneys' fees.

3.4. *No Waiver.* Failure by Declarant or the City of Tucson to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration effective as of this 27th day of JANUARY, 2005.

"DECLARANT": OVERLAND CABLE SERVICES INC. TUCSON AZ
Declarant's name and place of incorporation, if applicable

By: [Signature]
Signature of Declarant or authorized officer

R.W. BURKHOLDER
Printed name of signer

Its: PRESIDENT
Title of signer

STATE OF ARIZONA) ss.
County of PIMA)

The foregoing Covenant Regarding Development and Use of Real Property (Declaration) was acknowledged before me this 27th day of January, 2004, by R.W. Burkholder, the President of Declarant, Overland Cable Services Inc. Tucson, AZ
Declarant's name and place of incorporation, if applicable

My Commission Expires: 5-17-2008

[Signature]
NOTARY PUBLIC
PIMA COUNTY, ARIZONA
MY COMM. EXPIRES 05-17-2008
Notary Public

FOR CITY USE ONLY
Approved as to form this _____ day of _____, 20____.

Assistant City Attorney

I:\1WORK\DS\FC\14 DSC\CCR 020220 Lot Combo Declaration.doc

12484 00754

E
A
S
T
S
I
D
E

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: NMB
DEPUTY RECORDER
1134 AS2



DOCKET: 12324
PAGE: 5841
NO. OF PAGES: 2
SEQUENCE: 20041161176
06/16/2004
WTDEED 17:30
AFFIDAVIT
MAIL

TLATI
OVERLAND CABLE SVCS
518 E 28TH ST
TUCSON AZ 85713

AMOUNT PAID \$ 15.00

518 E 28TH STREET
TUCSON, AZ 85713

ESCROW NO.: 01354298 - 024 - P13

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,
Dennis R. Hoffman, as trustee of the Dennis R. Hoffman Family Trust dated March 25, 1996
do/does hereby convey to

Overland Cable Services, Inc., an Arizona Corporation
the following real property situated in Pima County, ARIZONA:

Lots 54 and 55 of RODEO ADDITION NO. 2, 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 13 of Maps and Plats at page 14 thereof.

Pursuant to ARS 33-404, the beneficiary of the Dennis R. Hoffman Family Trust dated March 25,
1996, is Dennis R. Hoffman, whose address is 23311 Madero Street, Mission Viejo, CA 92691

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances,
liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: June 10, 2004

SELLER:

Dennis R. Hoffman Family Trust dated March 25, 1996

Dennis R. Hoffman
Dennis R. Hoffman, Trustee

1004004 000-000

2