



Covenants, Conditions, and Restrictions (CCRs) for SAHUARO HILL EXTENSION

Recorded by Pima County Recorder's Office in 1970

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

Witness my hand and Official Seal.

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

No. 11301

Book

4436

Page

493-496

Date:

1975 FEB 6 PM 1 05

Request of:

CITY CLERK'S OFFICE

Fee:

1.00

Indexed	Filed	Date

IDA MWE SMYTH
County Recorder

By Burtha Stephens
Deputy

C O V E N A N T

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, PERCY A. DEVEREUX, hereinafter called "Covenantor," having an interest in the following described real property, herein called the "premises", to-wit:

Lot 13, Block 1, Sahuaro Hill Ext., according to the Map or Plat of Record in the Office of the County Recorder of Pima County, Arizona, in Book 5 of Maps and Plats, Page 31,

does hereby covenant and agree as follows:

That he shall cause a six foot high masonry wall to be erected and maintained along the south property line of said premises.

That said wall shall be maintained until said premises are no longer used for commercial purpose or until the adjacent lot on the south is no longer zoned for residential purposes, whichever shall first occur.

That before a final certificate of occupancy shall be granted for the use of any part of said premises for B-2A zoning uses, covenantor shall erect the required wall.

That these covenants are imposed upon said described premises in relation to a request for rezoning from an R-3 to a B-2A zoning district, Zoning Case No. C9-70-7, Devereux-Catalina Avenue.

That the masonry wall requirement set forth above is necessary to segregate the B-2A property from property now having a residential use. Because of the unique nature of

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BOOK 4436 PAGE 493

Devereux-Catalina Ave. Rezoning C9-70-7.

the area and the proximity of said premises to the adjoining residential areas in said block, there is a need for the covenants contained herein, and the failure to comply with the terms of these covenants would adversely affect the health, safety and welfare of the public in general and the adjacent and nearby property owners in particular.

That these covenants are impressed and imposed upon said premises and are to run with the land as a servitude in favor of the City of Tucson, both as a municipal corporation and as Trustee of the real property dedicated to the public in the abutting and nearby streets and right-of-way owned by the City as such Trustee, and in favor of the owners and occupants of the real property within a radius of two hundred (200) feet of the described premises and their successors in interest, irrespective of how said interest shall have been acquired.

That said covenants are intended as an equitable servitude to bind the covenantor, his devisees, heirs, assigns, grantees, personal representatives or other successors in interest in any of said property, irrespective of how title thereto shall have been acquired.

That the benefits of these covenants shall run in favor of the said City of Tucson, both as a municipal corporation and as Trustee herein named, and to the owners and occupants of the real property within a radius of two hundred (200) feet of the described premises and to their heirs, devisees, assigns, personal representatives and other successors in interest, irrespective of how said interest shall have been acquired.

That any breach of said covenants, if continued for a period of 30 days from and after the date upon which the City of Tucson, or any person in whose favor these covenants have been imposed shall notify, in writing, the owner or lessee in possession of the premises to refrain from continuance of said breach and to correct said breach, shall justify and allow the City of Tucson or any said person in whose favor these covenants have been imposed to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief; and if said relief be granted, the court may, at its discretion, award to the plaintiff in any such action the reasonable expenses of prosecuting said suit, including reasonable attorney's fees.

In addition, the City of Tucson, or any person in whose favor these covenants have been imposed, may take any affirmative action toward alleviating the said breach at the sole expense of the covenantor, his devisees, heirs, assigns, grantees, personal representatives, or other successors in interest, irrespective of how said interest shall have been acquired.


That in the event of a breach of any of the covenants herein contained, any delay or failure on the part of the City of Tucson or the persons in whose favor said covenants have been imposed to exercise any rights, power, or remedies herein provided, shall not be construed as a waiver thereof or as acquiescence therein.

That the said Percy A. Devereux warrants that he is the sole owner of the above described premises and that said

BOOK 4436 PAGE 495

premises are free of encumbrances and liens of any character whatsoever.

DATED this 18th day of Sept., 1970.


Percy A. Devereux

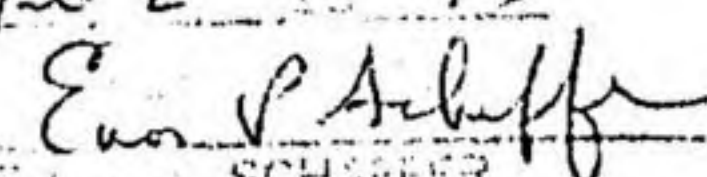
STATE OF ARIZONA)
) SS.
COUNTY OF PIMA)



This instrument was acknowledged before me this 18th day of Sept., 1970, by Percy A. Devereux.


Notary Public

My Commission Expires:
My Commission Expires January 7, 1972

Approved as to form
Feb 2 1973
by 
ERIC P. SCHAPPER
DEPUTY CITY ATTORNEY

BOOK 4436 PAGE 496