



Covenants, Conditions, and Restrictions (CCRs) for SAN RAFAEL ESTATES Recorded by Pima County Recorder's Office in 1954

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)

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

No. ^{BOOK} 31235 PAGE 339
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CILLANEODok 235 Page 342
Date: 1951 JUL 20 AM 9:23
Request of:

Witness my hand and Official Seal.

ANNA SULLINGER,
County Recorder

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By: *Bert Stephens*
Deputy

ARIZONA LAND TITLE & TRUST CO

Fee: 4.75

Declaration of Establishment of Conditions and Restrictions dated July 9
1954, and recorded in Docket _____ Page _____

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the Lusk Corporation, an Arizona corporation, hereinafter referred
to as the Owner, being the owners of all that certain tract of land situated
in the Country of Pima, State of Arizona, described as follows, to-wit:

All of SAN RAFAEL ESTATES, Pima County, Arizona, being a sub-
division of part of the southwest quarter in Section 7, Township 14
South of Range 15 East, G. & S.R. B. & M., Pima County, Arizona.

DO HEREBY CERTIFY AND DECLARE that they have established, and do
hereby establish, a general plan for the improvement, development, owner-
ship, use and sale of said property so owned by them, and each and every
part thereof, and do hereby establish the manner, provisions, conditions,
restrictions and covenants upon and subject to which said property and each
and every lot shown on the said map and plat thereof shall be used, improved,
occupied, owned, sold and conveyed, and do hereby declare that henceforth
said property shall be used, improved, occupied, owned, sold and conveyed
subject to the provisions, conditions, restrictions and covenants herein set
forth, all of which shall be binding upon and inure to the benefit of the
present and future owners of said lots and all thereof, and all of which shall
apply to and bind the respective successors in interest of the present owners and
future owners of said lots and all thereof, and all of which provisions, condi-
tions, restrictions and covenants are, and each of them is, impressed and
imposed upon each and every parcel of the hereinbefore described property
as a servitude in favor of each and every other parcel thereof as the dominant
tenements, as follows, to-wit:

1. Each and every lot shall be used for private residence purposes only,
and no structure whatever other than one-story, private, one-family residence,
together with customary garage or other outbuilding shall be erected, placed,
or maintained on any lot.

No business of any nature (except as hereinafter set forth) shall be con-
ducted on any lot, and no building or structure intended for or adapted to
business purposes, and no apartment house, double house, flat building, lodging
house, rooming house, hotel, hospital, or sanitarium shall be erected, placed
permitted or maintained on any lot, provided however that nothing herein con-
tained shall be held to prevent the use of a portion of any residence as the
office of a resident physician or surgeon employing on said premises not more
than one assistant.

2. No derrick or other structure designed for use in boring for water, oil
or natural gas shall be erected, placed, or permitted upon any part of said
property, nor shall any water, oil, natural gas, petroleum, asphaltum or
hydrocarbon products or substances be produced or extracted therefrom ex-
cept as specifically required by a water company having franchise rights there-
on.

3. No billboards or advertising signs of any character shall be erected,
placed, permitted or maintained on said property or any part thereof without
the written approval and consent of the undersigned, their authorized agent or
architect. This specifically includes signs placed by owners of homes for
the purpose of selling or renting.

Arizona Land Title
& Trust Company
Order No. 1449C

4. No temporary house, trailer, tent, garage or other outbuildings shall be placed or erected upon any part of said property and no residence placed or erected on any part of said property shall be occupied in any manner at any time prior to its being fully completed, provided however that during the actual construction or alteration of a building on any lot, necessary temporary buildings for storage of material, etc., may be erected and maintained by the person doing such work.

Any building erected shall be of good quality construction and of good architectural design, the general appearance, color and finish shall be appropriate, and not detrimental, to a good residential district.

No buildings may be erected until the plans and specifications therefor have been approved by the undersigned or their successors in interest. If no action has been taken on said plans and specifications by the undersigned, or their successors in interest, 30 days after submittal thereof, this failure to act may be construed as approval.

The work of constructing any building on any part of said property shall be prosecuted diligently from the commencement thereof until the completion thereof.

5. No horses, cattle, sheep, goats, hogs, rabbits, poultry or other live-stock shall be kept or maintained upon any part of said property. This paragraph shall not be construed, however, as prohibiting the keeping of ordinary domestic pet animals upon said property.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood, or occasion any noise or odor which will or might disturb the peace, comfort, or serenity of the occupants of neighboring properties.

7. No separate or detached garage or other outbuilding shall be erected or placed within fifty feet of front property line nor at any location which has not been authorized in writing by the Owner, their authorized agent or architect.

8. No building of any nature shall be removed from without said property to any lot without the written consent of the Owner, their authorized agent or architect.

9. Every residence shall have at least 1,200 square feet of floor space. Any building constructed shall be placed not closer to any front property line than 25 feet. In addition there shall be a minimum of 5' 0" from any sideline.

10. Before the owner of any lot shall commence the construction or alteration of any building, wall, fence, coping or other structure whatsoever on any lot, such owner shall submit to an architect to be appointed from time to time by the owner to complete sets of plans and specifications for the building, wall, fence, coping or other structure the erection or alteration of which is desired, and no structure of any kind shall be erected, altered, placed or maintained upon any lot unless and until the plans, elevations and specifications therefor have received the written approval of such architect. Such plans shall include a plot plan showing the location of the property in question of the building, wall, fence, coping or other structure proposed to be constructed or altered. The architect shall either approve or disapprove said plans and specifications within thirty days from the receipt thereof by said architect. One set of said plans and specifications with the architect's approval or disapproval noted thereon shall be delivered to the person submitting said plans and specifications to the architect, and the other copy thereof shall be retained by the Owner. If said architect shall fail in writing to approve or disapprove of such plans and

specifications within thirty days after the delivery thereof to him and no action has been instituted to enjoin the doing of the proposed work, the provisions of this paragraph shall be deemed waived. Said architect shall have the right to disapprove of such plans and specifications submitted to him, as aforesaid, if such plans and specifications are not in accordance with all of the provisions of this Declaration or if in the opinion of the architect the design of the proposed building or other structure is not in harmony with the general surrounding of such lot or with adjacent buildings or structures. The decision of such architect shall be final. Neither the undersigned nor any agent of the undersigned nor any architect appointed by the undersigned shall be responsible in any way for any structural defects in any plans and/or specifications submitted in accordance with the foregoing nor in any building or structure erected in the lots covered by this Declaration have been sold by the undersigned, then at any time thereafter, the owners of lots sold by the undersigned may organize a committee to supercede the undersigned as to the manner in which the matters covered by this paragraph 10 hereof shall be enforced.

11. A dedicated easement and right of way in perpetuity is hereby reserved for the benefit of all lots in said SAN RAFAEL for the erection, construction, maintenance and operation of pole lines with the necessary cross arms for wires for the transmission of electrical energy and for telephone lines and telegraph lines and for the laying and maintaining of pipes, mains and conduits for the furnishing of water, gas, sewer service or for other purposes, together with the right of entry for the purpose of installing, maintaining, and reading gas, electric and water meters, providing that the placement of all such utilities shall be only on the approval of the Owner.

12. The aforesaid provisions, conditions, restrictions and covenants and each and all thereof, shall run with the land and continue and remain in full force and effect at all times and against all persons until January 1, 1977, at which time they shall be automatically extended for a period of ten years and thereafter for successive ten year periods unless on or before the end of one of such extension periods the owners of 75% of the lots in said subdivision shall by written instrument, duly recorded, declare a termination or modification of the same.

13. All provisions, conditions, restrictions and covenants herein shall be binding on all lots and parcels of real estate and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty days from and after the date that the owner or other property owner shall have notified in writing the owner or lessee in possession of the lot upon which such breach has been committed to refrain from a continuance of such action and to correct such breach, shall warrant the undersigned or other lot owner 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 such action his reasonable expenses in prosecuting such suit, including attorney's fees.

Provided, that any violation 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 such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

14. No delay or omission on the part of the Owner or the owner or owners of any lot or lots in said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants 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

