



Covenants, Conditions, and Restrictions (CCRs) for SANTA CATALINA ESTATES NO 3 150-182

Recorded by Pima County Recorder's Office in 1968

DISCLAIMER

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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 AND RESTRICTIONS OF
SANTA CATALINA ESTATES
NO. 3

KNOW ALL MEN BY THESE PRESENTS:

THAT ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, being the owner as Trustee under Arizona Land Title and Trust Company, Trust No. 6112-T of all the lots in Santa Catalina Estates No. 3, a subdivision of the Southeast Quarter of the Northeast Quarter of Section 6, Township 13 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona lying Westerly of Skyline Drive, as shown on the map thereof, of record in the office of the County Recorder of Pima County, Arizona in Book of Road Maps at Page 84 thereof; EXCEPT that part conveyed to Westbrook Pegler and Pearl W. Pegler, husband and wife, by deed recorded December 30, 1961, in Docket Book 1716 at Page 10, thereof, according to the Map or Plat of said Subdivision of record in the office of the County Recorder of Pima County, Arizona, in Book 17 of Maps and Plats at Page 16 thereof, does hereby declare:

That it has established and does hereby establish a general plan for the improvement and development of said property and does hereby establish the provisions, conditions, restrictions and covenants upon and subject to which all lots and portions of lots in the said Subdivision, which entire property is hereinafter referred to as "said property" shall be improved or sold and conveyed by it as owner thereof; each and all of said provisions, conditions, restrictions and covenants is and are for the benefit of each owner of land in said property, or any interest therein and shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of the present owner thereof; said provisions, conditions, restrictions and covenants and each thereof is imposed upon said property as servitudes in favor of each and every such parcel of land therein as the dominant tenement or tenements, as follows to-wit:

1. The native growth of said property, including Cacti and Palo Verde trees shall not be permitted to be destroyed or removed from any of the lots in said property by any of the lot owners, except such native growth as it may be necessary to remove for the construction and maintenance of roads, driveways, single private dwelling houses and necessary garages, and other outbuildings related to said residence and walled-in service yards and patios, unless written permission be first had and obtained from the Architect hereinafter referred to in Paragraph 13, who shall hereafter be referred to as "said Architect" or "the Architect". No private road or driveway shall be constructed under the authority given until the person or persons desiring to construct such private road or driveway has submitted to the said Architect two sets of plans showing the location, course and width of said private road or driveway and the approval of the Architect to the construction of such private road or driveway has been obtained in accordance with the provisions of said Paragraph 13 relating to the construction of other improvements upon said property.

No stable or corral shall be erected upon any lot, and no horse, mule, burro or like equine animals may be kept or maintained upon any lot and no lot owner shall permit any horse, mule, burro or like equine animals to range at large upon any lot.

No cattle, sheep, goats, pigs, rabbits, poultry, or other livestock shall be kept or maintained on any part of said property. This restriction shall not be construed, however, as prohibiting the keeping of pets of the customary household variety (including birds) upon said property; provided, however, that the undersigned, its agents, successors or assigns, shall have the right to order the removal from any lot of any birds, fowls, or animals which may be objectionable to any of the residents of adjacent property. The owner of said birds, fowls, or animals shall immediately remove the same from the premises upon receipt of said notice in writing from the undersigned, its agents, successors or assigns.

2. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

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3. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any building erected thereon, other than a name plate of the occupant of any residence upon which his professional title, if he is a physician or surgeon or other professional, may be also added, and provided no such sign or name plate shall exceed a size of two square feet. No sign of any character shall be placed on any building until the proposed sign has been in writing authorized by the said Architect, nor shall such sign be placed or maintained on any building except in the position authorized in writing by said Architect.

4. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum or hydrocarbon product or substances be produced or extracted therefrom.

5. No elevated tanks or towers of any kind shall be erected, placed or permitted upon any part of said property. Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas and fuel oil, gasoline or oil, must be buried or walled in sufficiently to conceal them from the view from neighboring lots or roads or streets. All clothes lines, garbage cans, service yards, equipment, wood piles or storage piles shall be walled in to conceal them from the view from neighboring lots or roads.

6. Said property and the whole thereof shall be used for private residential purposes solely; no business of any nature shall be conducted thereon. 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, sanatorium, Clinic, or doctor's office, shall be erected, placed, permitted or maintained on said property or on any part thereof.

Nothing contained in this Declaration of Establishment of Conditions and Restrictions shall be construed to prevent any sub-divider of the herein described real property from erecting, placing or maintaining on any part therein such structures, signs and offices as may be necessary for the operation of said subdivision and/or to promote and facilitate sales of lots therein.

7. No improvement or structure whatever, other than one first class private dwelling house, patio walls, swimming pool and customary outbuilding, including but not limited to a garage, carport, servants quarter or guest house, may be erected, placed or maintained on any lot in said property. Rental of any guest house is prohibited, the occupancy thereof being limited to either guests or servants. The Architect may permit the subdivision of adjoining lots to create additional lots for building sites only. The decision shall be in the sole discretion of the architect and such decision shall be final and in writing.

8. The said first class private dwelling house, including garage, guest house, patio wall or other customary outbuildings, erected upon any such lot shall be constructed of stuccoed masonry or burnt adobe or stone or clay brick or part redwood or such other exterior building materials as shall be approved in writing by the Architect.

9. Every such single private dwelling house erected on said Property, exclusive of outbuildings, shall contain not less than 1,500 square feet of living area, exclusive of porches, breezeways, roof overhangs, garage and outbuildings. This requirement may be waived by the Architect or agent that a waiver as affecting one lot shall not constitute a waiver as to other lots.

10. Any single private dwelling house erected upon any such lot and every part thereof shall be placed or constructed at least 25 feet from any street line and at least 15 feet from any side lot line and 30 feet from rear lot line. No garage or other structure or building other than a wall, fence, or hedge shall be erected on said property within 15 feet of the property side line and 30 feet from rear lot line of any lot. No fence, wall, hedge or coping exceeding 6 feet in height may be erected or maintained on any lot; and no wall, coping, fence or hedge which extends forward of the prescribed street setback line shall be constructed, maintained or permitted to grow to a height exceeding 4 feet. Driveways shall be at least 5 feet from any side lot line.

However, where special permission is given in writing by the said Architect in special cases where the lot affected is so located or the shape or contour is such as to justify it, a modified setback may be had. The decision of the said Architect on any modified setback shall be final.

11. No building, wall, fence or other structure shall be so constructed so as to obstruct or divert the natural course of flood waters, except by written agreement with the person or persons upon whose property said flood waters will be diverted. The decision of the architect as to whether any structure would tend to obstruct or divert flood waters will be final.

12. No temporary house dwelling, garage, outbuilding, trailer home or other structure shall be placed or erected upon any lot. No residence placed or erected on any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed as herein required, nor shall any residence when completed be in any manner occupied until made to comply with the approved plans, the requirements as to square footage and all other conditions and restrictions herein set forth and until an occupancy permit shall be granted if owner has complied with these restrictions.

13. All building plans and specifications, including exterior color scheme, for any building, fence, wall or structure to be erected on or moved upon or to any part of said property, the proposed location thereof on any lot and any changes after approval thereof and any remodeling, reconstruction, alterations or additions to any building or other structure on any lot in said property, shall be subject to the approval in writing of an Architect appointed from time to time by the ARIZONA LAND TITLE AND TRUST COMPANY, as Trustee under Trust No. 6112-T, and upon the termination of said trust, then by the individual, corporation or association then appointed by it, who together with his or its heirs, successors or assigns, shall continue to exercise the power to appoint the Architect as its representative authorized for such purpose. Before beginning the construction of any building, fence, wall, coping or other structure whatsoever, or remodeling, or reconstructing, or altering said structure on any lot, the person or persons desiring to erect or construct or modify the same shall submit to said Architect two complete sets of building plans and specifications, including exterior color scheme, for the building, fence, wall, coping or other structure so desired to be erected, or modified and no structure of any kind, the plans, elevations, and specifications of which have not received the written approval of said Architect and which do not comply fully with such approved plans and specifications, shall be erected, placed or maintained upon any lot. Approval of such plans and specifications shall be evidenced by the written endorsement of said Architect made on said plans and specifications, a copy thereof to be delivered by said Architect to the owner or owners of the lot upon which said prospective building or other structure is proposed to be erected, or to the agent or representative of such owner or owners, prior to beginning said construction. One set of said plans and specifications shall be delivered to the Architect to be kept permanently by said Architect. No changes or deviations in or from said plans and specifications as approved by said Architect insofar as the exterior of the proposed structure is concerned, shall be made without the written approval of said Architect being first had. Said Architect shall therewith approve or disapprove said plans and specifications within 15 days from the date when the same were submitted to him. Said Architect, its successors or assigns, shall not be responsible for any structural defects in said plans or specifications, nor in any building or structure erected according to such plans and specifications.

Said Architect shall have the right and privilege to disapprove any and all plans and specifications submitted to him as aforesaid, for any one or more of the following reasons:

a. If said plans and specifications are not in exact accordance with each and every provision of the Declaration of Conditions and Restrictions relating thereto;

b. If, in the opinion of said Architect, the architectural design of the proposed building or other structure as shown by said plans and specifications, including exterior color scheme, be not in harmony with general surroundings, or with the building or structure adjacent to the location at which said proposed building or other structure is intended to be erected. The decision of said Architect upon said subject shall be final.

c. That the plans and specifications submitted are incomplete and not in detail.

14. Bermuda grass shall not be permitted to grow on any lot within the Subdivision.

15. All electrical service and telephone lines from the utility company pole line to the dwelling and/or other structures shall be placed underground; this requirement may be waived by the Architect but a waiver as affecting one lot or utility line shall not constitute a waiver as to other lots or lines. All meters, gas and electric, shall be located at the side or rear of each dwelling. Exposed or exterior radio or television receiving antennas may be erected, placed or maintained on said property, provided, however, that said receiving antennas shall be of minimum height necessary to receive local radio or television signals. There shall be no radio or television transmission permitted at any time.

16. No evaporative or refrigerative coolers shall be placed, installed or maintained on the roof of any building or structure nor shall same be placed in any other exposed and unconcealed position on or about any building or structure.

17. No commercial vehicles, construction or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless kept in a garage completely enclosed.

18. All provisions, conditions, restrictions and covenants herein shall be binding upon all lots and the owners thereof, regardless of the source of title, and all said conditions, restrictions and covenants shall be covenants running with the land for the term of these restrictions.

19. The breach of any condition, restriction or covenant here contained by any party in possession of any lot or lots in said Subdivision, if continued for a period of thirty (30) days after the date that the undersigned or other property owner of a lot within the subdivision shall have notified in writing the owner or any person in possession of a lot upon which such breach has been committed to refrain from a continuance of such action and to correct such breach, shall entitle the undersigned or other lot owner to apply to any court having jurisdiction thereof for an injunction or any other proper relief, and if such relief be granted, the court shall award to the plaintiff in such action his reasonable expenses in prosecuting such suit, including attorneys' fees; the amount of any such judgment shall constitute a lien upon the lot or lots upon which the breach has been found to have occurred.

20. That the breach of any 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 lot or lots or portions of lots in 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 is or was acquired by foreclosure, trustee's sale or otherwise.

21. No delay or omission on the part of the undersigned or any lot owner in exercising any right, power or remedy herein provided, in the event of any breach of the conditions, covenants, restrictions 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 whatsoever against the undersigned or any other lot owners on account of its failure to bring any action on account of any breach of any of said provisions, conditions, restrictions or covenants or for imposing restrictions therein which may be unenforceable.

22. In the event that any one or more of the conditions and restrictions hereinbefore set forth and contained shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of said conditions and restrictions not so expressly held to be void, but all the remaining conditions and restrictions not so declared to be void shall continue unimpaired and in force and effect.

23. Provided, further, that said property shall be subject to any and all rights or privileges which the City of Tucson, or the County of Pima, Arizona, may have acquired through dedication or the filing or recording of maps or plats of said property, as authorized by law, and provided further, that no condition, restriction or privilege or act performed shall be in conflict with any County Zoning Law.

24. Whenever the name ARIZONA LAND TITLE AND TRUST COMPANY shall appear herein, the same shall be held to include the agents, successors or assigns of said ARIZONA LAND TITLE AND TRUST COMPANY.

25. Reference herein to a person of male sex shall include one of the female sex; reference to a natural person shall include a corporation, partnership or association, and reference to one person, where the intent of this instrument requires the same for proper construction to carry out the intent hereof, shall include two or more person, corporation, partnerships or associations.

All of the aforesaid conditions and restrictions shall continue and remain in full force and effect at all times as against the Owner of any lot within said Subdivision, however his title thereto may be acquired, until January 1st, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of 51% of the lots within said Subdivision, it is agreed to change the covenants in whole or in part. The owners of 51% of the lots within said Subdivision shall have the right at any time to make any changes so desired in these conditions and restrictions which they deem beneficial to all the owners of the lots in said Subdivision.

IN WITNESS WHEREOF the undersigned has executed this instrument this 5th day of February, 1968.

ARIZONA LAND TITLE AND TRUST COMPANY,
an Arizona corporation, as TRUSTEE
under Trust No. 6112-T, and not otherwise.

By: Elizabeth M. Armbruster
Assistant Trust Officer

STATE OF ARIZONA) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this 5th day of February 1968, by ELIZABETH M. ARMBRUSTER, as Assistant Trust Officer of Arizona Land Title and Trust Company, an Arizona corporation, as the act of such corporation.

My commission expires: 7-18-69

Lita M. Atkinson

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INDEXED COPIES FILED
State of Arizona } ss
County of Pima }
I hereby certify that the within instrument
ARIZONA LAND TITLE & TRUST CO
Dated FEB 5 PM 3 50
Book 3176 Page 417-417
Witness my hand and Official Seal
ANNA SULLINGER, County Recorder
by Anna Sullinger
Deputy

BOOK 3176 PAGE 417

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