



## Covenants, Conditions, and Restrictions (CCRs) for SERRANO VILLA

Recorded by Pima County Recorder's Office in 1952

### **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 AND RESTRICTIONS  
ON SERRANO VILLA SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That ALBERT ARMENTA and RITA ARMENTA, husband and wife, being the owners of SERRANO VILLA SUBDIVISION, Pima County, Arizona, according to the map or plat of said subdivision on file and of record in the office of the County Recorder of Pima County, Arizona, in Book 9 of Maps and Plats at page 3 thereof, declare as follows, to-wit:

That they have established and do hereby establish a general plan for the improvement and development of the lots in the aforesaid subdivision, and do hereby establish provisions, conditions, restrictions and covenants upon and subject to which the lots in said subdivision shall be improved or sold and conveyed by them as owners thereof, each and all of which restrictions shall be for the benefit of each and every owner of the property in said subdivision, and shall inure to and pass with each and every parcel in said subdivision and shall apply to and bind the respective successors in interest of the present owners thereof:

1. All lots in Block 1 are hereby designated as business lots; all other lots in the subdivision are hereby designated as residential lots. Residential lots shall be used for residential purposes only, whether the same be single residences, duplexes, or apartments. Those portions of business lots fronting on 12th Avenue and 13th Avenue shall be used for business purposes only but the rear portions thereof may be used for residential purposes. For the purpose of giving effect to these restrictions, tourist courts, motels and motor courts shall be deemed to be business enterprises and the same may be constructed and maintained only on business lots.

2. No noxious or offensive business, trade or activity shall be carried on any portion of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the remainder of said subdivision.

3. No portion of the Subdivision shall be used as a junk yard and no lot or portion thereof shall be used for the storage of rubbish of any character whatsoever nor for the storage of any property or articles that will cause such lot to appear in an unsanitary, untidy, unclean or unsightly condition.



4. No automobile trailer or trailers of any other kind shall at any time be used as a residence on said property, except that a trailer may be used as a temporary residence by the owners of any lot during the course of construction of a permanent residence thereon, provided that the period during which said trailer may be maintained and used on the premises shall not exceed six months. The carrying on of a business known as a trailer court is hereby prohibited on any part or portion of said subdivision. Provided, however, that the occupant of any residence on a residential lot may park not more than one trailer on said lot provided the said trailer is not used as a residence.

5. No main building, residential or business, constructed on the property shall be of a smaller area than 700 square feet.

6. All main buildings constructed on the premises shall be of masonry, adobe or brick construction and no sheet iron or metal garage or outbuilding may be placed or maintained thereon.

7. No main building constructed on a residential lot, exclusive of uncovered porches, steps or roof projections, shall be located nearer than 20 feet from the front boundary line or 10 feet from either of the side lines of said lot.

8. Two or more lots or portions thereof, having a width of 72 feet or more, under a common ownership, shall be deemed to comprise a single lot for the purpose of the application of the setback restrictions set forth in the preceding paragraph.

9. No cattle, cows, sheep, hogs or other livestock shall be kept or maintained on any portion of the subdivision. Chickens, not to exceed twelve in number, may be kept on the premises by any resident. These restrictions shall not be construed as prohibiting the keeping of ordinary domestic pets.

10. All main buildings constructed on the premises shall be of masonry, adobe or brick construction and no sheet iron or metal garage or outbuilding may be placed or maintained thereon.

11. Sanitary installations and maintenance thereof, including septic tanks and leaching lines shall conform to the sanitary regulations prescribed by the Board of Supervisors of Pima County, Arizona.

12. A breach of the foregoing provisions, conditions, restrictions and covenants hereby established may be enjoined, abated or otherwise remedied by appropriate proceedings by the undersigned or by any owner of lots in the



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subdivision.

No delay or omission on the part of the owners or their successors in interest in exercising any right, power or remedy herein provided, 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 rights of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the undersigned for or on account of their failure or neglect to exercise any right, power or remedy herein provided for in the event of any breach of said provisions, conditions, restrictions, or covenants.

IN WITNESS WHEREOF, we have signed and sealed the foregoing declaration. this 1st day of December, 1952.

*Albert Armenta*  
*Rita Armenta*  
By *Albert Armenta*  
Her Attorney in Fact

STATE OF ARIZONA )  
                          ) ss  
COUNTY OF PIMA )

This instrument was acknowledged before me this 14<sup>th</sup> day of January 1953 by Albert Armenta, individually, and by Albert Armenta as Attorney in fact for Rita Armenta, his wife.

*A. B. Padilla*  
Notary Public



My commission expires: July 30, 1954

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Page 250 & 252  
W. ANN  
BY Monica M. ...

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FC: 255  
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of Albert Armenta  
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337 1/2 So. Stone Ave