



## Covenants, Conditions, and Restrictions (CCRs) for GLENN HEIGHTS

Recorded by Pima County Recorder's Office in 1959

### **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.*

BOOK 1444 PAGE 592

COUNTY OF PIMA )  
Witness my hand and Official Seal: )

Instrument was filed for record in Pima County, State of Arizona

ANNA SULLINGER,  
County Recorder

Book 43632 Page 592-594  
Date: 1959 JUN 12 PM 3:55  
Request of:

Indexed	Paged	Noted
<i>[initials]</i>		<i>[initials]</i>

By H. Nilton Deputy  
ARIZONA LAND TITLE & TRUST CO.  
Fees 3.25

DECLARATION OF ESTABLISHMENT  
OF  
CONDITIONS AND RESTRICTIONS

MISCELLANEOUS

KNOW ALL MEN BY THESE PRESENTS:

That The Chesin Construction Company, Inc., an Arizona corporation, hereinafter referred to as the Owner; being the owner of all that certain tract of land situated in the County of Pima, State of Arizona, described as follows:

Lots 1 through 170, both inclusive, of Glenn Heights, 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 83

and desiring to establish the nature of the use and enjoyment of said property, does hereby declare that the following conditions, restrictions and stipulations shall apply to all of the above lots, and do further declare that all conveyances of these lots shall be made subject to the following conditions, restrictions, and stipulations:

1. Said lots shall be known and described as "residential building lots" and used for those purposes only.
2. All improvements and construction shall meet with the minimum FHA requirements.
3. Owner reserves the right to approve all plans for construction contemplated on said lots.
4. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling, together with guest house or maid's quarters in connection therewith, not to exceed one and one half stories in height, and a private garage or carport for not more than two cars, one story in height.
5. No garage or any other buildings whatsoever shall be erected on any of said lots, until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the conditions, restrictions, and stipulations herein contained; and prior to the erection of the main building herein permitted on any of said lots, no garage or other out-building shall be used for residential purposes.
6. No trailer shall be used as a residence or stored temporarily or permanently.
7. No residence building shall be erected, permitted or maintained on any of said lots which shall have a ground floor area of less than 1,300 square feet, such ground floor area to be exclusive of open porches, pergolas or an attached garage.
8. All buildings and structures erected on any of said lots shall be located in accordance with the requirements of the City of Tucson Zoning Ordinance as amended from time to time as they may apply. Issuance of a permit under said Ordinance and construction of said buildings and structures in accordance with said permit shall constitute compliance with this section.

5491-T

9. No residential structure shall be erected or placed on any of said lots, which lot has an area of less than 7,500 square feet.

10. All construction on residential building lots shall be of masonry or adobe construction, and no frame or wooden building shall be erected, altered, placed or permitted to remain on any of said lots EXCEPT carports, storage rooms and ramadas.

11. No hospital or sanitarium shall be constructed or maintained on any of said lots; and no building used or occupied in the care, lodging or entertainment of persons suffering from disease shall be maintained, kept or permitted on any of said lots for commercial or rental purposes.

12. No hogs, goats, horses, cows, sheep, poultry, pigeons, or rabbits shall be kept on any of said property. Nothing in this restriction shall be construed, however, as preventing, or in any way interfering with, the keeping of ordinary domestic pet animals.

13. The restrictions and covenants contained in Paragraph 11 shall be perpetually appurtenant to said lots.

14. After interest of the Owner has terminated, a committee of property owners may be appointed to carry out the provisions of said restrictions.

It is expressly understood and agreed that said Glenn Heights has been platted and laid out as a choice and attractive residence district, and that these covenants and restrictions are made for the lots herein described, and are to run with the land and shall inure to the benefit of and be binding on all parties or persons claiming under them until March 1, 2000, at which time such covenants and restrictions shall be automatically extended for successive periods of five years, unless by a majority vote of the then individual property owners it is agreed to change the said covenants and restrictions in whole or in part; provided, however, that the restrictions contained in Paragraph 11 shall be appurtenant to said lots.

If any person shall violate or attempt to violate any of said covenants or restrictions herein before March 1, 2000, or such time later as may be set up by the provisions of the paragraph preceding this one, it shall be lawful for any other persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violation.

Should any of the covenants or restrictions herein be held invalid or void such invalidity or voidance of any covenant or restriction shall not affect the rest of this instrument or any valid covenant or restriction herein contained.

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.

IN WITNESS WHEREOF, said CHESIN CONSTRUCTION COMPANY, INC., an Arizona corporation, as an act of such corporation, has caused these presents to be signed by its duly authorized officers this 6<sup>th</sup> day of June, 1959.

CHESIN CONSTRUCTION COMPANY, INC.  
an Arizona corporation

BY: Morton H. Volk

ATTEST:

ARIZONA LAND TITLE AND TRUST COMPANY, as Trustee under its Trust No. 5491-T, as Mortgagee, does hereby consent to and agree to be bound by the above Declaration of Establishment of Conditions and Restrictions.

ARIZONA LAND TITLE AND TRUST COMPANY,  
an Arizona corporation, as Trustee

BY:

[Signature]  
Trust Officer

STATE OF ARIZONA  
COUNTY OF PIMA

This instrument was acknowledged before me this 6<sup>th</sup> day of June, 1959, by Morton H. Volk and Sara [unclear], and by as President and as Trust Officer of CHESIN CONSTRUCTION COMPANY, INC., an Arizona corporation, as an Act of said corporation.

[Signature]  
Notary Public

My Comm. Expires: My Commission Expires Feb. 23rd 1961

STATE OF ARIZONA  
COUNTY OF PIMA

This instrument was acknowledged before me this 12<sup>th</sup> day of June, 1959, by D. M. Handley, as Trust Officer of ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona corporation, as an Act of said corporation.

[Signature]  
Notary Public

My Comm. Expires: 1-24-60

