



Covenants, Conditions, and Restrictions (CCRs) for MONTANA VISTA NO

2

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.

RESTRICTIONS OF MONTANA VISTA #2

KNOW ALL MEN BY THESE PRESENTS:

That PHOENIX TITLE AND TRUST COMPANY, an Arizona Corporation, as Trustee, under the provisions of Trust Agreement No. 6122, hereinafter referred to as Owner, being the Owner of the following described real property in Pima County, Arizona, known as:

Lots 41 - 120 inclusive, Montana Vista #2 according to the map or plat recorded in the office of County Recorder, Pima County, Arizona in Book 13 of Maps and Plats on Page 89 does hereby certify and declare that it has and does establish hereby a general plan for the improvement, development, ownership, use, sale and conveyance of said property and each and every part thereof, and does hereby establish the manner, restrictions and covenants upon and subject to which said property shall henceforth only be occupied, and that said restrictions, and covenants shall each and all apply to and bind the respective successors in interest of the present and/or future owners of said property and all of the same; and that each of said restrictions and covenants shall impose upon each and all of said property a servitude in favor of each and every portion of said property as to a dominant tenement or tenements and that said restrictions, and covenants are as follows, to-wit:

1. All property shall be used for one-story, private residence purposes only, except that a residence primarily known as "split-level" may also be erected; and permanent main buildings shall be primarily of masonry construction.
2. No bill boards or advertising signs of any character shall be erected, placed, permitted or maintained on any property or any building erected thereon, other than reasonable signs relative to the sale or rent of property of buildings, or signs of professional people.
3. Horses, and domestic pet animals may be kept or maintained.
4. No building, garage, or fence of sheet metal or corrugated metal shall be erected on any property.
5. A trailer, and appurtenances thereto, may be erected, placed and occupied as a residence for not more than 12 continuous months while constructing the permanent buildings. The work of construction on any permanent building or fence shall be prosecuted diligently and continuously from commencement of construction until completion.
- 5a. A trailer and/or trailers, and appurtenances thereto, may be erected, placed and occupied as a residence permanently on lots 60, 61, 62, 72, 114, 115, 116, 117, 118, 119, 120 and 121.
- 5b. On the lots mentioned in 5a, hereinbefore set forth, a trailer, trailers in various combinations may be set permanently, with appurtenances thereto, on the aforementioned lots, whether for personal use or as a trailer court and/or trailer ranch, provided, however, that such use and occupancy shall be in conformance with the ordinances and regulations set forth by Pima County, State of Arizona.
6. Any building or structure erected or placed on any property shall conform to the requirements of the Planning and Zoning Ordinance of Pima County, Arizona. Approval of plot plans shall be obtained from such authority and erection of the improvements in accordance with said approved plans shall constitute compliance with this section.
7. Any portion of said property may be resubdivided, except that the portion so resubdivided cannot be less than parcels of 72,000 sq. feet, and must conform to the requirements of the Planning and Zoning Ordinances of Pima County, Arizona at said time.
8. No business shall be operated on any residence property in the subdivision. This provision is not to be construed as to prevent any "Home Occupations" according to Pima County Planning and Zoning Ordinances.
9. No portion of said property 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 property 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 property that will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace, comfort or serenity of the occupants of surrounding property. No noxious or offensive trade or activity shall be carried on upon any portion of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of surrounding property.

10. All provisions, restrictions, and covenants herein shall be binding on all parcels of real estate and the owners thereof, regardless of the source of title of such owners, and breach thereof, if continued for a period of thirty days from and after the date that the undersigned owner or other property owner shall have notified in writing the owner or lessee in possession of the property upon which such breach has been committed to refrain from a continuance of such action and to correct such action and to correct such breach, shall warrant the undersigned owner or other property 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.

11. Provided, that any violation of the foregoing provisions, restrictions or covenants shall not defeat or render invalid the lien of mortgage or deed or trust made in good faith for value as to any portion of said property. But such provisions, 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, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

12. No delay or omission on the part of the undersigned or the owner or owners of any portion of said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, 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 the undersigned for or on account of the failure or neglect of the undersigned to exercise any right, power or remedy herein provided for in the event of any such breach of any of said provisions, restrictions or covenants which may be unenforceable. In the event that any provision of these restrictions shall be held invalid it will not prevent the remaining provisions from being valid.

13. The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any portion of the above-described property until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners of the property in the above-described property it is agreed to change the said covenants in whole or in part.

13a. The terms and conditions in these restrictions shall be binding upon all mortgagees and/or assignees, mortgagors and/or assignees, Vendors and/or assignees, and Vendees and/or assignees now having or who may hereafter have any lien, interest and/or title against or pertaining to the property covered by the legal description hereinbefore set forth.

IN WITNESS WHEREOF, said PHOENIX TITLE AND TRUST COMPANY, An Arizona Corporation, as TRUSTEE, as an act of such corporation, has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, this 11th day of May 1959.

PHOENIX TITLE AND TRUST COMPANY
An Arizona Corporation, as TRUSTEE

By: Willard B. Fleming
Willard B. Fleming, Asst. Vice President

Attest: Bernard W. Hendren
Bernard W. Hendren, Asst. Secretary

We, the undersigned Hildred E. Powers and Francine C. Powers, husband and wife; Aaron Schachter and Bella Schachter, husband and wife; Myron F. Ginsburg, a single man; Morris Glassberg and Deborah Glassberg, husband and wife; Benjamin N. Brook and Elizabeth Brook, husband and wife; Jerome Amster and Frances Amster, husband and wife; Leo Stein and Ann Stein, husband and wife; and Jacob Fruchthandler and Jean Fruchthandler, husband and wife, hereby consent to the restrictions and/or agreements hereinbefore set forth:

Hildred E. Powers

Francine C. Powers

Aaron Schachter

Bella Schachter

Leo Stein

Ann Stein

Jerome Amster

Frances Amster

Benjamin N. Brook

Elizabeth Brook

Jacob Fruchthandler

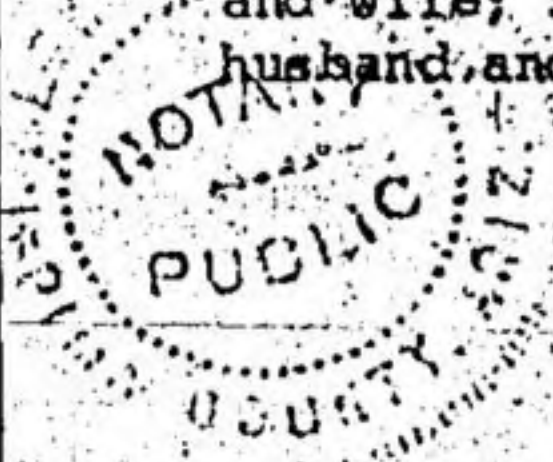
Jean Fruchthandler

Morris Glassberg

Deborah Glassberg

STATE OF ARIZONA)
County of Pima)

This instrument was acknowledged before me this 11th day of May 1959, by Hildred E. Powers and Francine C. Powers, husband and wife; Aaron Schachter and Bella Schachter, husband and wife; Myron F. Ginsburg, a single man; Morris Glassberg and Deborah Glassberg, husband and wife; Benjamin N. Brook and Elizabeth Brook, husband and wife; Jerome Amster and Frances Amster, husband and wife; Leo Stein and Ann Stein, husband and wife; and Jacob Fruchthandler and Jean Fruchthandler, husband and wife.



Ralph B. Morgan
Notary Public

My commission expires:

Aug. 3, 1959

Tucson Title Insurance Company, as Trustee under Trust Number 219995:

By: Victor M. David
Assistant Trust Officer

STATE OF ARIZONA)
) ss.
County of Pima)

This instrument was acknowledged before me this 11th day of May
1959, by Victor M. David as Trust Officer
of TUCSON TITLE INSURANCE COMPANY, An Arizona Corporation, as Trustee under Trust
No. 219995.

Helena J. Williams
Notary Public

My commission expires:
Nov. 24, 1960

STATE OF ARIZONA)
) ss.
County of Pima)

On this the 14th day of May 1959, before me, the undersigned officer,
personally appeared Willard B. Fleming and Bernard W. Hendren who acknowledged themselves
to be the Assistant Vice President and Assistant Secretary, respectively, of the Phoenix
Title and Trust Company, a corporation, and that they as such Assistant Vice President
and Assistant Secretary, respectively, being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the name of the corporation
by themselves as Assistant Vice President and Assistant Secretary, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires Aug. 21, 1962

Andrew J. Mestker
Notary Public

STATE OF ARIZONA)
COUNTY OF PIMA)

I hereby certify that the within No. 40332
Instrument was filed for record 1438
in Pima County, State of Arizona Book 1438 Page 559-562

Witness my hand and Official Seal.

ANNA SULLINGER,
County Recorder

Date 1959 JUN 3 AM 8:01

Request of: PHOENIX-TITLE & TRUST COMPANY

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<u>RLS</u>		<u>AS</u>

By H. William McKe-
Deputy

Fees: 4.00