



Covenants, Conditions, and Restrictions (CCRs) for PALMDALE NO 2 1-97 Recorded by Pima County Recorder's Office in 1964

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 RESTRICTIONS

FOR

PALMDALE NO. 2

A Subdivision of Pima County, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN FUND, an Arizona corporation, owner of Lots 1 through 97, inclusive, all in Palmdale No. 2, 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 17 of Maps and Plats at Page 7 thereof, hereby certifies and declares that it has established and does hereby establish a general plan for the improvement 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 said property shall be improved or sold and conveyed by it as owner; each and all of which 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 apply to and bind the respective successors in interest of the present owner thereof; and said provisions, conditions, restrictions and covenants are, and each thereof is, imposed upon the said property as a servitude in favor of each and every parcel of land therein as the dominant tenement or tenements, as follows, to wit:

1. These restrictions shall apply to Lots 1 through 97, inclusive, in Palmdale No. 2, a subdivision of Pima County, Arizona.
2. The lots subject to these restrictions shall be known and described and used only as residential trailer lots and for no other purpose or purposes.
3. No structure shall be erected, altered, placed or permitted to remain on any of the lots subject to these restrictions other than one house trailer, which shall not be less than twenty-seven feet (27') in length; and provided that the owner or owners of a lot or lots desiring to construct improvements, such as utility or storage room or adjoining cabanas, may do so, provided, however, that complete plans and specifications for said improvements shall be submitted to WESTERN FUND, and said improvements shall not be erected upon said lot or lots without the written approval of WESTERN FUND. Modern trip trailers may be placed upon said lot or lots for such time and subject to such conditions as said company may permit in writing. WESTERN FUND, for the protection of all property owners, reserves the right to disallow the placement of any trailer, that in its opinion may be unsuitable or dilapidated. Any washing machines that shall be placed on any of the lots, subject to these restrictions, shall be enclosed in a suitable utility building so that the same shall not be exposed or out in the open, and all drainage from said washing machines shall be connected to the sewer.
4. All structures shall be of new construction and no building shall be moved from any other location onto any part of the above described real property.

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5. Trailers shall be placed upon the lots in the subdivision, subject to these restrictions, according to a plan and at the locations which will be designated to each lot owner by WESTERN FUND, and once so designated, may not be placed in a different location or position on the lot. The overall plan of trailer placement is designed with a view to an aesthetic placement of trailers upon lots and to provide the maximum in space between trailers on adjacent lots. Each trailer shall have a minimum 25-foot front yard setback from the front lot line.

6. None of said lots shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of such lot.

7. No livestock or poultry shall be kept on any of the said lots and no business of any kind shall be operated from or permitted on any of said lots or portions thereof.

8. No structure of any kind or nature shall be erected, permitted or maintained on, over or across the easements for utilities as shown on the Map and Plat of PALMDALE SUBDIVISION.

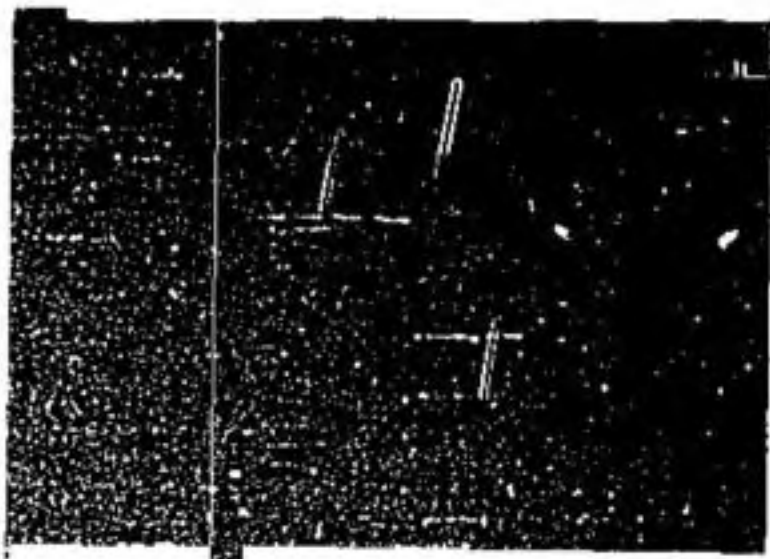
9. Each and every lot shall be kept clean and cleared of all refuse, trash and garbage. No vehicles may be stored or kept on any of said lots which are not in operating condition; in other words, no junker automobiles may be kept on any lot or portion thereof. In the event that any owner of any lot in said subdivision, subject to these restrictions, shall neglect to so maintain such lots, WESTERN FUND, or its designated agent, may enter upon such lots and remove all trash, refuse and garbage and charge the owner or owners of such lot or lots the cost incurred thereby, which sum shall be reimbursed to said company by such owner or owners within ten (10) days after notice thereof, and said WESTERN FUND shall have a lien against said land for all charges incurred, together with interest at the rate of eight percent (8%) per annum thereon if the same is not paid by the expiration of the ten-day notice period.

10. The foregoing restrictions and covenants and conditions shall continue and remain in full force and effect at all times as against any owner of any lot subject to these restrictions, however, his title thereto may be acquired, until January 1, 1974, on which date the said conditions and restrictions shall terminate and end and thereafter be no further legal or equitable effect on said property or any owner thereof.

11. The declarant herein, to wit, WESTERN FUND, reserves the right to amend, alter and change these restrictions at any time hereinafter, whenever, in the opinion of WESTERN FUND, it will enhance the value or improve PALMDALE by filing an Amended Declaration of Restrictions.

12. The breach of any of the provisions, restrictions, conditions and covenants herein established, which shall continue for more than thirty (30) days after notice has been given to the owner thereof, shall cause that real property upon which said breach occurs to revert to WESTERN FUND, its successors or assigns, as owner of such reversionary rights as herein provided for, and such owner of such reversionary rights shall have the right to re-enter upon such property immediately in the event of any such breach and as to each lot owner in said property the said provisions, restrictions and conditions and covenants shall be covenants running with the land and any breach thereof, or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary right or by any owner of other lots in said subdivision, but by no other person.

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13. The breach of any of the foregoing provisions, conditions, restrictions or covenants or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or contract for the sale of real property made in good faith for value as to any lot or lots or portions of lots in said subdivision, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, forfeiture or otherwise.

14. No delay or omission on the part of said WESTERN FUND, its successors or assigns, as owner of the reversionary rights herein provided for or the owners of other lots in said property, 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 considered 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 said WESTERN FUND, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach of any of said provisions, conditions, restrictions or covenants or for imposing restrictions herein which may be unenforceable.

IN WITNESS WHEREOF, the said WESTERN FUND, a corporation, has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this 1st day of September, 1964.

WESTERN FUND, a corporation

By Elmer W. Courtland
Elmer W. Courtland, President

ATTEST:

By George A. Bideaux
George A. Bideaux, Secretary

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DATE
1964 SEP 2 15
STATE OF ARIZONA
COUNTY OF PIMA
I hereby certify that the within instrument was filed for record at request of Elmer W. Courtland
Deputy Recorder

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