



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

Recorded by Pima County Recorder's Office in 1958

### **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.*

TRUST ACCOUNT  
217783

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, are the owners of that certain tract of land referred to as:

Lots 1 to 6; Lots 36 to 41; and Lots 44 to 55, inclusive, of Thunderbird Heights, 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 12 of Maps and Plats at page 73,

which tract of land is hereafter described and referred to as "said property."

That the aforementioned owners, and each of them, do hereby declare that they have and do hereby establish a general plan for the improvement, development, ownership, use, sale and conveyance of their said property and each and every part thereof, and do hereby establish the manner, the conditions, the restrictions and covenants upon and subject to which said property and each and every lot above enumerated and shown on said first-mentioned recorded map or plat as lying within and being located within said property shall henceforth be occupied, used, owned, sold and conveyed; that said property and each and every lot above enumerated and shown on said first-mentioned recorded map or plat as lying within and being located in said property shall be improved, developed, used, owned, sold and conveyed subject to conditions, restrictions and covenants hereinafter set forth, and which conditions, restrictions and covenants, one and all, are for the benefit of the present and future owners of said lots and all of the same; that said conditions, restrictions and covenants shall each and all apply to and bind the present and/or future owner, or owners of said lots and all of the same; that each of said conditions, restrictions and covenants shall impose upon each and all of said lots a servitude in favor of each and every lot in the said property;

That these restrictions may be changed, altered and/or amended in any and all particulars at any time, or from time to time, by an agreement in writing, signed and acknowledged by the owners of not less than Sixty-five percent (65%) of the lots in said property. It is understood that such percentage shall be computed upon the total number of lots in said property, rather than upon the total number of persons owning said lots. Any change, alteration and/or amendment to said restrictions, made in the manner hereinbefore provided, by the owners of not less than

'Sixty-five per cent (65%) of the lots within said property, shall become effective at the time of the execution of the said agreement by said owners and the recording thereof in the office of the County Recorder of Pima County, Arizona. All lots, or parts of lots, or property within said property, shall thereupon and thereafter be bound by such changed, amended and/or altered restrictions, and such restrictions as changed, amended and/or altered shall thereupon apply to, bind and run as covenants with the said land until the terminal date hereinafter named, or the extension thereof, as hereinafter provided.

That said conditions, restrictions and covenants are as follows:

1. Each and every lot in said property shall be used exclusively for residential purposes only. No business of any nature shall be conducted on any of said lots and no building or other structure intended for, or adapted to, business purposes, and no apartment house, double house, duplex, flat building, lodging house, rooming house, hotel, hospital or sanitorium shall be erected, placed, permitted or maintained on any said lot, provided however, that nothing herein contained shall be held to prevent the maintaining of the office of a resident professional person in one or more rooms of a private residence building which is constructed for and occupied as a private residence, or the use of any building for a real estate office by the Developers until January, 1961.

2. All building plans for any building, wall, fence, coping, or other structure whatsoever to be erected on or moved upon or to any part of said property, and the proposed location thereof on any lot, and the exterior color scheme thereof, and any changed after approval thereof, and any remodeling, reconstruction, alteration, or additions to any building or other structure on any lot in said property shall be subject to approval in writing of TED A. BLOODWORTH and/or DONALD W. DEPUGH, hereinafter referred to as the Developers.

Before the owner of any lot shall commence the construction or alteration of any building, wall, fence, coping, or other structure whatsoever on any lot, such owner shall submit to the Developers two complete sets of plans and specifications for said structure, the erection or alteration of which is desired, and no structure, of any kind, shall be erected, altered, placed, or maintained upon any lot unless and until the plans, elevations, and specifications therefor have received the written

approval of the Developers. Such plans shall include a plot plan showing the location on the property in question of the building, wall, fence, coping, or other structure proposed to be constructed or altered, together with the proposed color scheme thereof.

The Developers shall either approve or disapprove said plans and specifications within thirty days from the receipt thereof. One set of said plans and specifications, with the Developers' approval or disapproval endorsed thereon, shall be delivered to the person submitting said plans and specifications; and the other copy thereof shall be retained by the undersigned. If the Developers shall fail in writing to approve or disapprove of such plans and specifications within thirty days after the delivery thereof to them, and no action has been instituted to enjoin the doing of the proposed work, the provisions of this paragraph shall be deemed waived.

The Developers shall have the right to disapprove any plans and specifications submitted to them as aforesaid if such plans and specifications are not in accordance with all of the provisions of this declaration or if, in the opinion of the Developers, the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, or if the plans and specifications submitted are incomplete. The decision of such Developers shall be final.

Neither the undersigned nor the Developers shall be responsible in any way for any defects in any plans and/or specifications submitted in accordance with the foregoing, nor for any structural defects in any building or structure erected according to such plans and/or such specifications.

3. Only one residence with the necessary auxiliary building may be erected or maintained upon any said lot. Any said lot may be resubdivided but only with the written approval of the Developers.

4. No residence shall be erected on any said lot or part thereof unless the main structure of the main residence building, exclusive of attached garages and/or storage rooms and/or carports and/or open porches and/or auxiliary building shall contain not less than 1400 square feet.

5. Any building erected or placed on any said lot shall conform to the requirements of set-back as required by the Planning and Zoning Commission of Pima County,

Arizona, in effect as of the date of the recording of these restrictions. 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.

6. All buildings on any said lot shall have exterior walls of red brick and/or burned adobe and/or stuccoed finished masonry, provided however, that nothing herein contained shall be construed to prevent wood or glass walls in any residence whose walls are predominantly of red brick and/or burned adobe and/or stuccoed finished masonry. Any other type of material used in exterior walls must have the written approval of the Developers.

7. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any of said residential lots, or any building erected thereon, other than the reasonable signs relative to the sale or rental of lots or buildings or professional signs. The Developers shall be the sole judge of the reasonableness of such signs.

8. No trailer, basement, tent, shack, garage or other out-building erected upon any lot shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary nature be used as a residence, nor shall any building prior to its completion be occupied in any manner as a residence. No trailer shall be placed or maintained upon any lot whether or not said trailer shall be occupied or used as a residence. Guest houses may be erected so long as they do not contain a kitchen or kitchen facilities.

9. No cattle, hogs, sheep, goats, horses, rabbits, poultry or other livestock shall be kept or maintained upon any lot. This paragraph shall not be construed, however, as prohibiting or in any manner interfering with the keeping of not more than two of each species of ordinary domestic pet animals upon said property.

10. 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 emits 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 lot shall be used for industrial purposes or the storage of industrial equipment. No noxious or

offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or becomes an annoyance or nuisance to the neighborhood. All clotheslines, garbage cans, equipment or woodpiles shall be walled in to conceal them from the view of neighboring lots, roads or streets.

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

12. All provisions herein shall be binding on all lots and parts thereof and the owners thereof, regardless of the source of title of such owners. If any breach thereof is continued for a period of thirty (30) days from and after the date that the Developers or any other person or persons owning any lot or part thereof shall have notified in writing the owner or lessee, in possession of the lot upon which said breach has been committed to refrain from a continuance of such action and to correct such breach, failure to do so shall warrant the Developers or other lot owners to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief is granted, the court may, in its discretion, award to the plaintiff in such action his reasonable expenses in prosecuting such suit, including attorneys' fees.

13. No delay or omission on the part of the Developers or the owners of other lots or parts thereof in exercising any right, power or remedy herein provided for in the event of any breach of the conditions, 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 against the said Developers for or on account of his or their failure or neglect to exercise any right, power or remedy herein provided for in the event of the breach of any of said conditions, restrictions or covenants, or for imposing restrictions herein which may be unenforceable by said owner or owners.

14. Any breach of any of the conditions, restrictions, covenants or reservations herein contained shall not defeat or render invalid the lien of any mortgage contract or deed of trust made in good faith for value as to any lot or lots in said subdivision but the provisions, conditions, restrictions and covenants shall be binding

upon and effective against such mortgagee or other person whose title thereto or the title of whose grantor thereto is or was acquired by foreclosure, judicial sale, termination of contract, trustee's sale or otherwise.

15. Whenever the name Developers shall appear herein, the same shall be held to include his or their heirs, executors, administrators and assigns respectively.

16. In the event that one or more of the conditions, restrictions and covenants contained herein shall be declared null and void or unenforceable, the remainder thereof shall be unimpaired and in full force and effect.

17. The conditions, restrictions and covenants contained herein are to run with the land until January 1, 1988, at which time they shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of such extension periods the owner or owners of a majority of the lots in said property shall by written instrument duly recorded declare a termination of the same.

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our respective hands and seals and affixed our signatures this ~~25th~~ 24th day of February, 1958.

*Thos. L. Chambers*  
\_\_\_\_\_  
Its Secretary

TUCSON TITLE INSURANCE COMPANY, as Trustee under Trust Agreement dated January 2, 1958, known as Trust No. 217783.

By *[Signature]*  
\_\_\_\_\_  
Its Vice President

*Donald C. Willins*  
\_\_\_\_\_  
Donald C. Willins

*Marjorie C. Willins*  
\_\_\_\_\_  
Marjorie C. Willins

*Richard H. Davis*  
\_\_\_\_\_  
Richard H. Davis

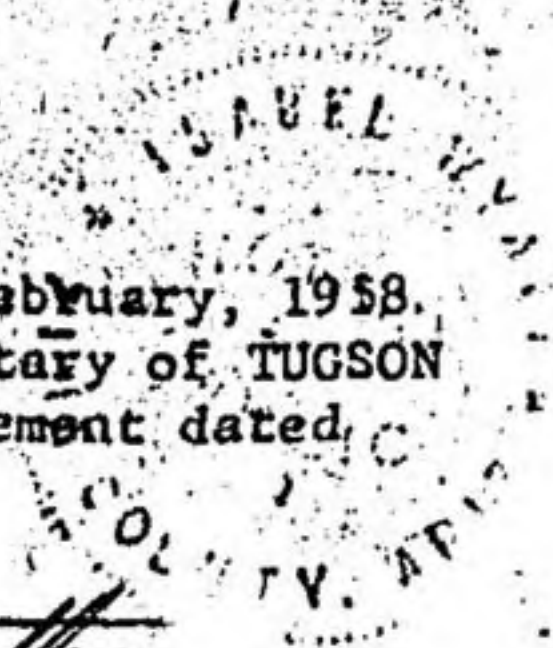
*Eileen Davis*  
\_\_\_\_\_  
Eileen Davis

STATE OF ARIZONA )  
                          ) ss.  
COUNTY OF PIMA )

This instrument was acknowledged before me this 26th day of February, 1958, by ~~J. A. Reiter~~ as Vice President and by THOS. L. CHAMBERS as Secretary of TUCSON TITLE INSURANCE COMPANY, a corporation, as Trustee under Trust Agreement dated January 2, 1958, known as Trust No. 217783.

My Commission Expires: 2/4/61

*Donald W. [Signature]*  
\_\_\_\_\_  
Notary Public



STATE OF ARIZONA )  
 ) ss.  
COUNTY OF PIMA )

This instrument was acknowledged before me this 25 day of February, 1958  
by DONALD C. WILLINS and MARJORIE C. WILLINS, husband and wife.

Ted A. Blodgett  
Notary Public

My Commission Expires: 9/1/58

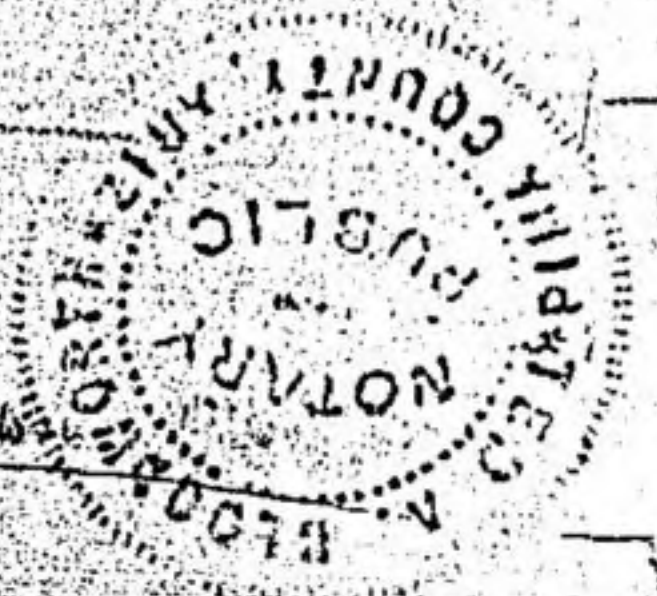


STATE OF ARIZONA )  
 ) ss.  
COUNTY OF PIMA )

This instrument was acknowledged before me this 25 day of February, 1958  
by RICHARD H. DAVIS and EILEEN DAVIS, husband and wife.

Ted A. Blodgett  
Notary Public

My Commission Expires: 9/1/58



MISCELLANEOUS 12163  
Fee 6.25

INC. SB AS

State of Arizona )  
County of Pima ) ss.  
I hereby certify that the instrument  
was filed for record as required

of  
TUZSON TITLE INSURANCE COMPANY

1958 FEB 26 AM 10:56

Book 1235 M.

Pages 33-39

Witness my hand and official Seal  
day and year first above written.  
ANNA SULLIVAN, County Recorder

Bella Marshall  
Deputy