



Covenants, Conditions, and Restrictions (CCRs) for VISTA DEL NORTE

Recorded by Pima County Recorder's Office in 1957

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 RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That we, H. A. Tidmore and Marie Tidmore, sole owners of the following described real property, to-wit:

A subdivision consisting of 141 Lots, known as VISTA DEL NORTE, and being a portion of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, EXCEPTING the W495' thereof, and FURTHER EXCEPTING the E50' and the S30' thereof, in S26, T13S of R13E, G&SRB&M, Pima County, Arizona.

Do hereby certify and declare that we have established and by these presents do establish a general plan for the improvement, development and use of said property, and do hereby establish the manner, conditions, restrictions and covenants upon and subject to, which said property shall henceforth be occupied, used and improved, which restrictions, conditions, and covenants shall inure to and be for the benefit of the present and future owners of any of the parcels in said property, as follows, to wit:

1. All of said property shall be used for private residential purposes only, and only one one-family residence with the customary outbuildings, servants quarters, including a garage, may be erected or maintained on any parcel in said property.
2. No business of any nature shall be conducted on any part of said property. No structure on said property shall be used as a double house, duplex, apartment, hotel, motorcourt, hospital, sanitorium, rest home, mercantile building or warehouse, nor any yard area be used for any of said purposes. Nothing therein contained shall be so construed as to prevent a professional person from using one or more rooms of a private residence building as he office, providing said residence building is designed for, and occupied as a regular or customary one-family private residence.
3. All residences, outbuildings, garages and other structure permitted on said property shall be of either brick, adobe stuccoed and plastered inside and out-side, concrete, or cement bricks or blocks. All Masonry wall, exterior surfaces shall be either stuccoed or painted with not less than two (2) coats or applications, except brick or Burnt adobe. No frame, iron or sheet metal clad buildings shall be erected, or maintained upon said property. Garages and other outbuildings must be of the same material and architectural style as the dwelling house to which they are appurtenant.
4. No tents, shacks, automobile or other trailer houses, or temporary structures shall be constructed or used as temporary or permanent living quarters, either prior to or after the erection of a permanent dwelling. No residence structure shall be used in whole or part for residential or living quarters until fully completed and ready for occupancy.
5. No refuse, trash, garbage, manure, automobile or trailer parts, old cars, poles, building material or other unsightly materials of any kind shall be allowed to accumulate on any open space on any part or any parcel of said property, or on any street, easement or alley within or adjoining said property, except materials intended for immediate use in building on said property.
6. No outside toilet or privy shall be maintained or permitted on said property. All buildings must be completed within one year from the date of announcement of construction.
7. All residences, exclusion of garages and outbuildings shall cost and be fairly worth not less than \$10,000.00, and shall have a floor area of not less than 1000 square feet exclusive of porches, car-ports, terraces and steps.
8. No residence, including porch or terrace areas and attached garages, or any part thereof, shall be constructed nearer than 20 feet from the front property line, nor closer than 5 feet from any side line. PROVIDED HOWEVER, that a car-port, utility room, or attached garage never to be used for or occupied as living quarters may be placed not closer than 2 feet from any sideline adjoining other private property.

9. No patio wall or fence exceeding 4 feet in height shall be built in or upon the front 20 feet of any parcel of said property and no wall, except houses, garages or outbuildings, and no fence shall be maintained higher than 6 feet upon the remaining part of said property. No fence constructed on said property shall be built of barbed wire or sheet metal.

10. No billboards or advertising signs of any character shall be erected, or permitted on said property, other than small signs relating to the sale or renting of parcels and houses in said property.

11. All sewerage disposal plants and/or appurtenances thereto, shall conform to the standards of the Pinna County Health Department, and any other law enforcement agency having jurisdiction thereof.

12. No cattle, horses, burros, sheep, goats, rabbits, poultry in excess of 12 hens, or other livestock or fowl, shall be kept or permitted upon said property. This paragraph shall not be construed, however, as prohibiting or in any manner interfering with keeping of domestic pet animals upon said property.

13. No noxious or offensive trade or activity shall be carried on or permitted upon said property.

14. No derrick or other structure designed or used for boring, digging or drilling for oil or natural gas shall be erected, placed, or maintained on any part of said property.

15. The foregoing conditions, restrictions, and covenants shall apply to and be binding upon the present owner, his successors and assigns, PROVIDED HOWEVER, that present owners or their agent shall amend any part of said restrictions or any lot or lots, if in their opinion it shall be for a benefit in the improvement of the subdivision so long as they are owners of that part of said property or have permission from the owners at such time of amendment, and shall constitute a servitude in favor of each and every owner of said property as the dominant tenement, and shall be deemed to be covenants running with the land. Said conditions, restrictions and covenants shall be in full force until January 1, 1980, at which time said restrictions will be automatically extended for an additional ten (10) years, at which time other like extensions will continue until a majority of property owners in said subdivision have requested the termination or change of said restrictions.

16. In the event of any breach of any of the conditions, restrictions, or covenants herein contained and a continuance of said breach for a period of thirty days after notice thereof in writing given by the said H. A. TIDMORE, or his agent, to the purported owner or owners of the premises on which the breach has been committed, shall resort to a Court of competent jurisdiction to enforce said restrictions, covenants, and conditions. In the event the undersigned is compelled to resort to his legal authorities, he shall be entitled, in addition to all other relief, legal or equitable, his reasonable expenses in prosecuting such suit, including his attorney's fees.

PROVIDED, that any violation of the foregoing covenants, conditions or restrictions shall not defeat or render invalid the lien of any mortgage or deed or trust made in good faith for value as to any portion of said property. But such covenants shall be enforceable against any portion of said property acquired by the mortgage through foreclosure or by deed in lieu of foreclosure for any violation of the restrictions, covenants and conditions contained herein occurring after the acquisition of said property by said mortgagee.

Any reference in the foregoing restrictions, conditions and covenants to the undersigned shall be construed as including his heirs, successors and assigns.

The above restrictions, covenants and conditions do hereby supercede, and expressly cancel, nullify and void all and every part of such "Conditions, Reservations and Restrictions" if any exist, affecting a part of the above land.

IN WITNESS WHEREOF the undersigned have hereunto set their hands this 15th day of October, 1957.

H. A. Tidmore

Marie Tidmore

STATE OF ARIZONA }
COUNTY OF PIMA } ss:

This instrument was acknowledged before me this 15th day of October, 1957, by H. A. TIDMORE AND MARIE TIDMORE.

My Commission Expires: 7-25-60

Albert P. Bell



INDEXED	FILED	TO	INDEXED

62566
Fee 3.25

State of Arizona }
County of Pima } ss.

I hereby certify that the within instrument was filed for record at request

Alvin R. Kelly

A.D. 19

1957 OCT 15 PM 3:42 M.

Book 1187

Pages 45 & 46

Witness my hand and Official Seal
day and year above written.

ANNA SULLINGER, County Recorder

By *Anna Sullinger*
Deputy

mail 930 W. Parris Rd.

STATE OF ARIZONA)
COUNTY OF PIMA)

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona

No 67286

1195 Page 307

Book 1195 Page 307

Date: 1957 NOV 8 PM 4:32

Request of:

H.A. Tidmore

Witness my hand and Official Seal.

ANNA SULLINGER,
County Recorder

By Berta Stephens
Deputy

Fee: 1.75

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AMENDMENT

to

DECLARATION OF ESTABLISHMENT OF RESTRICTIONS

Dated October 15, 1957 and recorded in Docket Book 1167 at Page 4 in County Recorder's Office in Pima County, Arizona.

KNOW ALL MEN BY THESE PRESENTS:

That we, H. A. TIDMORE and MARIE TIDMORE, sole owners of the following hereafter described property, amend Paragraph 1; Section 1; Section 15 of said restrictions to read in the following manner:

Paragraph 1 -

A subdivision, known as VISTA DEL NORTE, and being a portion of the SE 1/4 of the NW 1/4, EXCEPTING the W 495' thereof, and FURTHER EXCEPTING the E 50' and the S 30' thereof, in S 26, T 13 S of R 13 E, G & S R B & M, Pima County, Arizona.

Section 1 -

All of lots 1 through 118 inclusive shall be used for private residential purposes only, and only one one-family residence with the customary out-buildings, servants quarters, including a garage, may be erected or maintained on any parcel in said property. Lots 119 through 141 inclusive shall be used for residential purposes only, but may be for multiple use also with construction architecture to be in keeping with other residential property in said subdivision.

Section 15 -

The foregoing conditions, restrictions, and covenants shall apply to and be binding upon the present owner, his successors and assigns, and shall constitute a servitude in favor of each and every owner of said property as the dominant tenement, and shall be deemed to be covenants running with the land. Said conditions, restrictions and covenants shall be in full force until January 1, 1962, at which time said restrictions will be automatically extended for an additional ten (10) years, at which time other like extensions will continue until a majority of property owners in said subdivision have requested the termination or change of said restrictions.

IN WITNESS WHEREOF the undersigned have hereunto set their hands this 7th day of November, 1957.

H.A. Tidmore

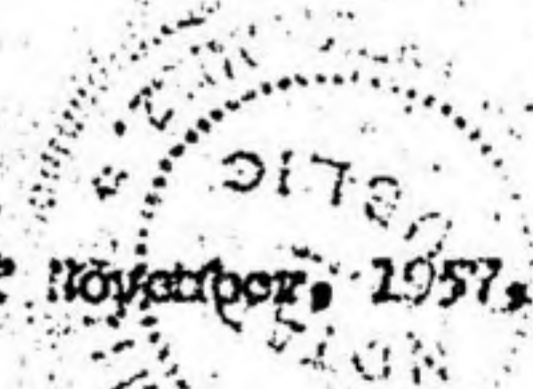
Marie Tidmore

STATE OF ARIZONA }
COUNTY OF PIMA } ss

This instrument was acknowledged before me this 7th day of November, 1957, by H. A. TIDMORE AND MARIE TIDMORE.

My Commission Expires: 1-25-60

Albert R. Hill
Notary Public



STATE OF ARIZONA)
COUNTY OF PIMA)

I hereby certify, that the within No. 8867
Instrument was filed for record
in Pima County, State of Arizona Book 1229 Page 217

1958 FEB 13 AM 9:00

Witness my hand and Official Seal,

ASST. COUNTY CLERK
County Recorder

Request of: ARIZONA LAND TITLE & TRUST CO.
Fee: 1.75

Indexed	Filed	Recorded
gm		al

By Burt Stephens
Deputy

AMENDMENT TO DECLARATION OF ESTABLISHMENT OF RESTRICTIONS as recorded in Book 1187 at Page 4 in the Recorder's Office of Pima County, Arizona, and the Amendment to said Restrictions as recorded in Book 1195 at Page 307 in Recorder's Office of Pima County, Arizona.

MISCELLANEOUS

KNOW ALL MEN BY THESE PRESENTS:

That we, H. A. TIDMORE and MARIE TIDMORE, husband and wife, and ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, as Trustee, under Trust No. 5267-T, owners of the following described real property, to-wit:

VISTA DEL NORTE, being a portion of the SE 1/4 of the NW 1/4, EXCEPTING the W. 495' thereof, and FURTHER EXCEPTING the E. 50' and the S. 30' thereof, in Section 26, Township 13 East of Range 13 East, G&SRB&M, Pima County, Arizona, do hereby change Paragraph 8, of said Restrictions to read as follows:

- 8. No residence, including porch or terrace areas and attached garages, or any part thereof, shall be constructed nearer than 20 feet from the front property line, (EXCEPT Lot 109, which may be closer than 17 feet from the front property line), nor closer than 5 feet from any side line. PROVIDED HOWEVER, that a carport, utility room, or attached garage never to be used for or occupied as living quarters may be placed not closer than 2 feet from any sideline adjoining other private property.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 10th day of January, 1958.

IN WITNESS WHEREOF, said ARIZONA LAND 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 officer, and its corporate seal to be hereunto affixed this 10th day of January, 1958.

H. A. Tidmore
H. A. TIDMORE

Marie Tidmore
MARIE TIDMORE

ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, as TRUSTEE under Trust No. 5267-T

By D. M. Snoder
Assistant Trust Officer



STATE OF ARIZONA)
COUNTY OF PIMA) ss.

This instrument was acknowledged before me this 7th day of February, 1958, by H. A. TIDMORE and MARIE TIDMORE, husband and wife.

My commission expires:
June 24, 1961

Marjorie M. Snoder
Notary Public



STATE OF ARIZONA)
COUNTY OF PIMA) ss.

This instrument was acknowledged before me this 12th day of February, 1958, by D. M. SNODER, who acknowledged himself to be Assistant Trust Officer of ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, as the Act of such Corporation.

My commission expires:
11-25-61

D. M. Snoder
Notary Public



STATE OF ARIZONA)
COUNTY OF PIMA)

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona

No. 42135 MISCELLANEOUS 524

Book 1442 Page 525

Date: 1959 JUN 10 AM 9:22

Request of: ARIZONA LAND TITLE & TRUST CO.

Witness my hand and Official Seal.

ANNA SULLINGER,
County Recorder

Indexed	Paged	Blotted
R.K.		NS

By: H. Hilton McKee
Deputy

Fee: 1.75

1266 Page 273

AMENDMENT TO DECLARATION OF ESTABLISHMENT OF RESTRICTIONS as recorded in Book 1187 at page 4 in the Recorder's office of Pima County, Arizona, the Amendment to said Restrictions as recorded in Book 1195 at Page 307 in Recorder's Office of Pima County, Arizona, the Amendment to said Restrictions as recorded in Book 1229 at Page 217 in Recorder's Office of Pima County, Arizona, and the Amendment to said restrictions as recorded in Book 1266 at Page 273 in the Recorder's Office of Pima County, Arizona.

KNOW ALL MEN BY THESE PRESENTS:

That we, H. A. Tidmore and Marie Tidmore, husband and wife, and Arizona Land Title and Trust Company, an Arizona Corporation, as Trustee, under Trust No. 5267-T, owners of the following described real property, to-wit:

VISTA DEL NORTE, being a portion of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, EXCEPTING the W 495 feet thereof, and FURTHER EXCEPTION the E 50 feet and the S 30 feet thereof, in Section 26, Township 13 East of Range 13 East, G&SRB&M, Pima County, Arizona, do hereby change Paragraph 8, of said Restrictions to read as follows:-

- 8. No residence, including porch or terrace areas and attached garages or any part thereof, shall be constructed nearer than 20 feet from the front property line, (EXCEPT lot 109, which may be closer than 17 feet from the front property line and lots 35, 118 and 119, which may be closer than 15 feet from the front property line and may be closer than 3 feet from any side line), nor closer than 5 feet from any side line. PROVIDED HOWEVER, that a carport, utility room, or attached garage never to be used for or occupied as living quarters may be placed not closer than 2 feet from any sideline adjoining other private property.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 1st day of January, 1959.

IN WITNESS WHEREOF, said ARIZONA LAND 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 office, and its corporate seal to be hereunto affixed this 1st day of January, 1959.

H. A. Tidmore
H. A. Tidmore

Marie Tidmore
Marie Tidmore

ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, as TRUSTEE, under Trust No. 5267-T.

[Signature]
Assistant Trust Officer

SEAL

STATE OF ARIZONA)
COUNTY OF PIMA) ss:

This instrument was acknowledged before me this 1st day of January, 1959, by H. A. Tidmore and Marie Tidmore, husband and wife.

My Commission expires
January 25, 1960

Albert R. Hill
Notary Public



STATE OF ARIZONA)
COUNTY OF PIMA) ss:

This instrument was acknowledged before me this 1st day of January, 1959, by *the* who acknowledged himself to be Assistant Trust Officer of ARIZONA LAND TITLE & TRUST COMPANY, an Arizona Corporation, as the Act of such Corporation.

My Commission expires:

R. G. Lambrecht
Notary Public

11-25-61