



## Covenants, Conditions, and Restrictions (CCRs) for WESTERN HILLS ADDITION NO 2

Recorded by Pima County Recorder's Office in 1952

### **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 CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That NORTHWEST HOMES COMPANY, INC. and MELVIN A. SILVERMAN & ASSOCIATES, INC., a Nevada corporation, the Owners of all of Western Hills Addition No. 2 to the County of Pima, Arizona, according to the Map or Plat thereof, of record in the office of the County Recorder of Pima County, Arizona, in Book 10 of Maps and Plats at Page 8 thereof, hereinafter referred to as "said property," do hereby declare the manner, conditions, restrictions and covenants upon and subject to which all of said property shall henceforth be occupied, used and improved, which covenants, restrictions, and conditions shall be henceforth construed as covenants running with the land and shall inure to the benefit of the present and all future owners of any of the lots in said property, to-wit:

1. All lots or parcels in said blocks shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single-family dwellings, duplexes, or multiple family dwellings, not to exceed two stories in height, and a private garage or carport for not more than four cars.

2. No buildings or any part thereof EXCEPT uncovered porches and roof projection at the eaves shall be located on the above described property nearer than 20 feet to the front lot line, nor nearer than 6 feet to any side property line.

3. No noxious or offensive trade or activity shall be carried on upon said property or any part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

The foregoing conditions, restrictions and covenants shall be binding on all owners of said property, their successors and assigns until January 1, 1973, at which time said conditions, restrictions and covenants shall be automatically extended for successive periods of ten years each, unless by vote of a majority of the then owners of lots in said property, it is agreed to change or terminate said conditions, restrictions, and covenants.

If the parties hereto, or any of them, or their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot or lots in said property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages or other dues for such violation.

In the event any court of competent jurisdiction shall by decree declare any of the foregoing conditions, restrictions and covenants to be invalid, the invalidation of one or more of said conditions, restrictions and covenants shall in no wise invalidate or render inoperative the remainder of said conditions, restrictions and covenants.

PROVIDED, that any violation of the foregoing covenants, conditions or restrictions 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 covenants shall be enforceable against any portion of said property acquired by the mortgagee 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.



IN WITNESS WHEREOF, the undersigned have executed these presents this 9 day of December, 1952.

NORTHWEST HOMES COMPANY, INC.



BY: [Signature]  
President

[Signature]  
Assistant Secretary

MELVIN A. SILVERMAN & ASSOCIATES, INC.



BY: [Signature]  
Vice President

[Signature]  
Assistant Secretary

COUNTY OF DALLAS )  
STATE OF TEXAS )

BEFORE ME, the undersigned authority, on this day personally appeared W. H. COTHRUM, who being by me duly sworn, did depose and say: that he is the President of NORTHWEST HOMES COMPANY, INC., and the Vice President of MELVIN A. SILVERMAN & ASSOCIATES, INC., the corporations described in and which executed, the above instrument; and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of December, A. D., 1952.



Betty Ann Hicks  
NOTARY PUBLIC IN AND FOR  
DALLAS COUNTY, TEXAS

Book 547 Page 180  
Witness my hand and official seal  
day and year above written.  
ANNA SULLINGER, County Recorder  
[Signature]

State of Arizona ) ss. MISCELLANEOUS  
County of Pima )  
I hereby certify that the within instrument was filed for record at request of  
ARIZONA LAND TITLE & TRUST CO.  
A. D. 1952

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