



Covenants, Conditions, and Restrictions (CCRs) for PAINTED HILLS ESTATES 19-40

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.

DECLARATION AND ESTABLISHMENT OF
RESTRICTIONS OF PAINTED HILLS ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That TUCSON WESTERN ESTATES, INC., a corporation organized and established under and by virtue of the laws of the State of Arizona hereinafter called the corporation and being the owner of the property described as:

PAINTED HILLS ESTATES, a subdivision in 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 85 thereof.

These conditions, covenants, provisions and restrictions shall run with the land and shall inure to and bind the corporation, its successors and assigns and the owner of each and every part and parcel of said land, to wit:

(1) Each and every lot shall be used for private residence purposes only, and no structure whatever other than one private, one-family residence, together with attached-carports, guest house and attached or unattached garage.

(2) No business of any nature shall be conducted on any lot, provided however, that nothing herein contained shall be held to prevent the use of a portion of any residence as the office of a resident physician, dentist or surgeon.

(3) No single family private dwelling house placed or erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required; nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein and all other conditions and restrictions herein set forth. No temporary house dwelling, or trailer-home shall be placed or erected upon any lot. In the event that any building substantially destroyed by fire or other cause remains unrepaired or is not removed from the property within a period of six months from and after such destruction, a representative of the corporation shall have a right of entry upon the land for the purpose of removing said building and to charge the expense of such removal to the land owner.

(4) No billboards, or signs shall be erected, placed, permitted or maintained on any lots or any building erected thereon, other than a name plate of the occupant of any residence, or professional signs of physicians, surgeons, or dentists. The corporation shall be the sole judge of the reasonableness of such signs and name plates. Anything here contained shall not be construed as preventing the corporation from maintaining on such property and on such locations thereon as it may see fit, signs advertising lots for sale or identifying PAINTED HILLS ESTATES.

(5) The Corporation shall determine the location, type, and size of all mail or paper delivery boxes.

(6) PAINTED HILLS ESTATES has been established with a view of continuing the benefit which the Tucson Mt. Foothills has given to many allergic sufferers. In order to reduce to a minimum, as far as may be practicable, growths which adversely affect allergic people, the planting of Bermuda grass and the recognized allergic equivalents thereof are banned.

(7) No reptiles, poultry, livestock or other animals shall be kept or maintained on any part of said property. This restriction shall not be construed as prohibiting the keeping of, but shall be construed as prohibiting the breeding of, ordinary domestic pets. Provided, however, that the corporation shall have the right to order the removal from any lot of any pets which may constitute a nuisance to any of the residents of adjacent property. The owner of said pets shall thereupon immediately remove the same from the premises upon receipt of said notice in writing from the Corporation.

(8) The native growth on said property, shall not be destroyed or removed from any of the lots by any of the lot owners, except such native growth as may be necessary for the construction and maintenance of driveways, residences, garages and other buildings, and/or walled in service yards and patios, which native growth is not to be removed prior to commencement of construction.

(9) The Corporation expressly reserves the right to establish and maintain a temporary or permanent subdivision office upon land owned by the corporation with-in PAINTED HILLS ESTATES.

(10) Every principal residence constructed on any lot shall have a fully enclosed floor area devoted to living purposes (not including garages, terrace, porches or other buildings) of not less than 1500 square feet.

(11) All building plans for any building, wall, or any other structure whatsoever to be erected on or moved upon or to any part of any lot, and the proposed location thereof on any lot, and the exterior color scheme thereof, and any changes after approval thereof, and any remodeling, reconstruction, alteration or additions to any building or other structure on any lot in said property and any driveway shall be subject to approval in writing of an architect or agent appointed from time to time by the corporation.

Before the owner of any lot shall commence the construction or alteration of the aforesaid such owner shall submit to the corporation two complete sets of plans and specifications for said structures or driveway, the erection or alteration of which is desired, and no structures or driveway of any kind shall be erected, altered, placed or maintained upon any lot unless and until the plans, elevations and specifications therefore have received the written approval of the corporation. Such plans shall include a plot plan showing the location on the property in question of the building or driveway or other structures proposed to be constructed or altered, together with the proposed exterior color scheme thereof.

One set of said plans and specifications, with the corporation's architects or agents 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 corporation. If the corporation or its architect 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.

Neither the corporation nor any architect or agent of the corporation shall be responsible in any way for any defects in any plans and/or for any structural defects in any building or structure erected according to such plans and/or such specifications.

(12) All service, facilities shall be so designed and placed as to be screened from view from the neighboring lots, or roads, and shall be subject to the approval as to design and placement by the corporation.

(13) All provisions, conditions, restrictions and covenants herein shall be binding on all lots and parcels or real estate and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that the corporation shall have notified in writing the owner of the lot upon which such breach has been committed to refrain from a continuance of such action or correct such breach, shall warrant the corporation 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 attorneys' fees.

(14) No delay or omission on the part of the corporation or the owner or owners of any other lot or lots in said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, 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 by anyone whomsoever against the corporation 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 or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

(15) In the event that any one or more of the provisions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

(16) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties.

(17) The owners of at least fifty (50%) per cent of the lots shall have the right to make any changes they desire in these conditions and restrictions which they deem beneficial for the improvement of PAINTED HILLS ESTATES.

(18) The aforesaid provisions, conditions, restrictions and covenants shall remain in full force and effect at all times and against all persons until January 1, 2000 at which time they shall terminate and end and thereafter be of no further legal or equitable effect on said property or any owner thereof.

IN WITNESS WHEREOF, TUCSON WESTERN ESTATES, INC., an Arizona Corporation, has caused these presents to be signed by its duly authorized officers, and its Corporate Seal to be hereunto affixed, this 19 day of February, 1958.

TUCSON WESTERN ESTATES, INC., an
Arizona Corporation

by: S. Jewell Schen
President

by: Adelbert J. [Signature]
Secretary

STATE OF ARIZONA }
COUNTY OF PIMA } ss.

This instrument was acknowledged before me this 19th day of February 1958 by S. Lenwood Schorr as President of TUCSON WESTERN ESTATES, INC., an Arizona corporation, as the Act of such corporation.

Frederick P. Cole
Notary Public



My Commission Expires:

February 19, 1959

STATE OF ARIZONA }
COUNTY OF PIMA } ss.

This instrument was acknowledged before me this 19th day of February 1958 by Adolph Mozes as Secretary of TUCSON WESTERN ESTATES, INC., an Arizona corporation, as the Act of such corporation.

Frederick P. Cole
Notary Public



My Commission Expires:

July 19, 1958

By Beulah M. T. [Signature]
Deputy

Witness my hand and Official Seal
day and year above written.
ANNA SULLINGER, County Recorder

Book 1233
Page 508-511

1958 FEB 24 AM 10:45

[Signature]

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

State of Arizona }
County of Pima } ss.

INDEXED	COMPARED	COPIES	RECORDED
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
TO		BY	
<u>[Signature]</u>		<u>[Signature]</u>	

ESCELLANEOUS
Fee 4.00
11498

SUPPLEMENTAL DECLARATION AND ESTABLISHMENT
OF RESTRICTIONS OF PAINTED HILLS ESTATES.:

KNOW ALL MEN BY THESE PRESENTS:

That Tucson Western Estates, Inc., a corporation organized and established under and by virtue of the laws of the State of Arizona, hereinafter called The Corporation, and being the owner of the properties described as

PAINTED HILLS ESTATES Lots 1 through 18, 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 12 of maps and plats at Page 85 thereof, and

PAINTED HILLS ESTATES, Lots 19 through 40, 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 13 of maps and plats at Page 23 thereof.

Whereas The Corporation as the owner of Lots 1 through 18 has caused each and every said lot to be subject to the provisions of that said declaration of establishment of restrictions of PAINTED HILLS ESTATES, recorded in the office of the County Recorder of Pima County, Arizona, in Docket Book 1233, pages 508-511, and whereas by the terms of said declaration The Corporation, pursuant to Clause 17 thereof, retained the right to make changes in said restrictions which it deemed beneficial for the improvement of PAINTED HILLS ESTATES.

NOW, THEREFORE, pursuant to the right retained, The Corporation hereby amends said restrictions by making them applicable to and binding upon Lots 1 through 40 in PAINTED HILLS ESTATES, and the owners of at least fifty (50%) per cent of lots 1 through 40 shall have the right to make any changes they desire in these conditions and restrictions which they deem beneficial for the improvement of PAINTED HILLS ESTATES.

TUCSON WESTERN ESTATES, INC., an
Arizona Corporation,

By: S. Lenwood Schorr
S. Lenwood Schorr, President

STATE OF ARIZONA)
COUNTY OF PIMA) ss.

This instrument was acknowledged before me this 25th day of July 1958 by S. Lenwood Schorr as President of TUCSON WESTERN ESTATES, INC., an Arizona corporation, as the Act of such corporation.

W. J. O'Brien
NOTARY PUBLIC

My Commission Expires:

11/11/1962

INDEXED

15045

Mail

INDEXED
COUNTY
State of Arizona
County of Pima

Fee \$7.50

I hereby certify that this instrument was filed for recording on this date
25 July 1958

Book 1293

Page 120-121

day and date
ANNA

By Anna
Deputy Recorder

P.O.
Box 2482