Covenants, Conditions, and Restrictions (CCRs) for PARK EL MONTE TERRACE

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.

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 77 Lots, known as PARK EL MONTE, and being a portion of the NE¼ of the SW¼, In S22, T15S 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, except lot 77 of said subdivision to be excluded from these restrictions, 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.

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 his 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 ~~[illegible]~~ 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, no 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 1 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 Pima 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 interferring 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, 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 competant 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 portions 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 confained herein occuring 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 March, 1958

H A Tidmore

Marie Tidmore

STATE OF ARIZONA)
COUNTY OF PIMA) ss:

This instrument was acknowledged before me this 15th day of March, 1958, by H. A. TIDMORE AND MARIE TIDMORE.

My Commission Expires: June 24, 1961

Thayerine M Henry
Notary Public

Fee $3.25
1404
Book 1292 Page 416
State of Arizona } ss.
County of Pima }
I hereby certify that the within instrument was filed for record at ... on the 21 day of JUL 19 58 at 10:51 AM
Book 1292 - 416
Witness my hand and Official Seal
day and year last above written.
ANNA SULLINGER, County Recorder
By Deputy

Mail - 930 W. Prince Rd

AMENDMENT TO DECLARATION OF ESTABLISHMENT OF RESTRICTIONS as recorded in Book 1292 at Page 414 in the Recorder's Office of Pima County, Arizona.

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 77 lots, known as PARK EL MONTE, and being a portion of the NE¼ of the SW¼, in S 22, T13S of R13E, G&SRB&M, Pima County, Arizona.

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

IN WITNESS WHEREOF THE undersigned have hereunto set their hands this 14th day of August, 1958.

H. A. Tidmore

Marie Tidmore

STATE OF ARIZONA)
COUNTY OF PIMA) ss:

This instrument was acknowledged before me this 14th day of August, 1958, by H. A. TIDMORE and MARIE TIDMORE.

My Commission Expires: 1-25-61

Marie Kobel
Notary Public

MISCELLANEOUS 4960

Fee 1.75

INDEXED | COMPARED TO | COPIED | BLOCKED

State of Arizona } ss.
County of Pima }

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

Aug 14 1958 at 3:33 P.M.

Book 1301
Page 238

Witness my hand and Official Seal day and year above written.
ANNA SULLINGER, County Recorder
By [illegible] Deputy

Mail 930 W. Prince Rd.

KNOW ALL MEN BY THESE PRESENTS:

That we, H. A. Tidmore and Marie Tidmore, husband and wife, and TUCSON TITLE INSURANCE COMPANY, an Arizona Corporation, as TRUSTEE, under Trust No. 217239B , as owners of the following described real property, to-wit:

A subdivision known as PARK EL MONTE, with the exception of Lots 8, 9, 10 & 77, and being a portion of the NE¼ of the SW¼ in S 22, T13S of R13E, G & S R B & 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, condtions, 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 his 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 structures permitted on said property shall be of either brick, adobe stuccoed and plastered inside and outside, 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, 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 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,

no 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 or 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 Pima 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 interferring 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, and shall constitue 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 competant 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 portions 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 occuring after the acquisition of said property by said mortgage.

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 14th day of August, 1958

H. A. TIDMORE

MARIE TIDMORE

Attest:

Assistant Secretary

TUCSON TITLE INSURANCE COMPANY, an Arizona Corporation, As TRUSTEE under Trust No. 217239 B

BY

Assistant Vice President

STATE OF ARIZONA)
COUNTY OF PIMA) ss:

This instrument was acknowledged before me this 14th day of August, 1958 by H. A. TIDMORE and MARIE TIDMORE, husband and wife

My Commission Expires:

Nov. 24, 1960

Notary Public

'STATE OF ARIZONA)
) ss,
COUNTY OF PIMA)

This instrument was acknowledged before me this 18th day of August, 1958 by J. B. Whiting as Assistant Vice President and by L. W. Folger as Assistant Secretary of Tucson Title Insurance Company, a corporation, as Trustee under Trust No. 217239B.

MISCELLANEOUS

Notary Public

My Commission Expires:
Nov. 24, 1960

STATE OF ARIZONA }
COUNTY OF PIMA } ss.

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

Witness my hand and Official Seal.

ANNA SULLINGER,
County Recorder

No. 50418

Book 1302 Page 587

Date: [illegible] 12 [illegible] 8:48

Request of: TUCSON TITLE INSURANCE COMPANY

By Ida mae Smyth
Deputy

Fee: 3.25

Indexed	Paged	Blotted

585-

BOOK 1302 PAGE 587

STATE OF ARIZONA } ss. I hereby certify that the within instrument was filed for record in Pima County, State of Arizona
COUNTY OF PIMA }

No. 51565 BOOK 1305 PAGE 88

Book 1305 Page 88

Witness my hand and Official Seal. ANNA MILLER, County Recorder

Date: Fil

Request of: ARIZONA LAND TITLE & TRUST CO.

By Lela Mae Smyth Deputy Fee: 1.75

Indexed	Paged	Blotted
W		4 8

AMENDMENT TO CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That MILLARD M. DURHAM and IRMA J. DURHAM, husband and wife; W. C. INSKEEP and RITA B. INSKEEP, husband and wife; and JAMES J. NOONAN and M. LORRAINE NOONAN, husband and wife, being the owners of all that certain property situated in the County of Pima, State of Arizona, and described as follows:

Lots 1 through 22 inclusive, in PARK EL MONTE TERRACE, 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 66 thereof,

do hereby certify and declare that they have established and do hereby establish an amendment to those certain restrictions of record in the office of the County Recorder of Pima County, Arizona in Docket Book 1239 at Page 553, to-wit:

Item 8 shall be amended to read as follows:

" No residence, including porches or terrace areas and attached garages, or any part thereof, shall be constructed nearer than 30 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 3 feet from any sideline adjoining other private property. No residence including porch or terrace areas and attached garages, or any part thereof, shall be constructed nearer than 10 feet from any building on an adjoining property. EXCEPT as to Lots 10, 11, 12 and 13. The setbacks on Lots 10, 11, 12 and 13 must conform to County Zoning specifications."

All other terms and conditions of the aforementioned recorded restrictions shall remain as set forth therein.

IN WITNESS WHEREOF, the undersigned have executed these presents this 21st day of August, 1958.

Millard M. Durham

Irma J. Durham

W. C. Inskeep

Rita B. Inskeep

James J. Noonan

M. Lorraine Noonan

STATE OF ARIZONA)
COUNTY OF PIMA) ss:

This instrument was acknowledged before me this 21st day of August, 1958, by MILLARD M. DURHAM and IRMA J. DURHAM, husband and wife; W. C. INSKEEP and RITA B. INSKEEP, husband and wife; and JAMES J. NOONAN and M. LORRAINE NOONAN, husband and wife.

Notary Public

My Commission Expires:

4:16/8L

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That we, PALMDALE DEVELOPMENT COMPANY, an Arizona Corporation, sole owners of the following described real property, to wit:

> Lot 77 of PARK EL MONTE, 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 54.

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 said property, to - wit:

1. All of said properties shall be used for single or multiple residential or other purposes with out-buildings, servants quarters, including garage, may be erected or maintained on any portion of said property; except that no retail shops, restaurants, beverage service, trailer court, community stores, hospital, clinic, dispensary or sanitarium as permitted in TR zoning, shall be conducted on any part of said property.

2. All buildings, garages and other structures permitted on said property shall be of either brick, adobe, concrete, or cement bricks, blocks, or other recognized good building material. All masonry walls, exterior surfaces shall be either stucco or painted with not less than two coats or applications, except brick or burnt adobe. Garages or carports must be of the same material and architectural style as the main building to which they are appurtenant.

3. No tents, shacks, trailer houses or temporary structures shall be constructed or used as temporary or permanent living quarters during or after the erection of a permanent building.

4. No refuse, trash, garbage, manure, cars, poles, building material, or other unsightly materials of any kind shall be allowed to accumulate in the open space on any part of said property or on the street easement or alley within or adjoining said property, except materials intended for re-use in building on said property.

5. 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 said property.

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

7. The foregoing conditions, restrictions and/or covenants shall apply to and be binding upon the present owners and successors and assigns; PROVIDED HOWEVER, that if present owner or their agents or assigns shall have the authority to amend any part of saidrestrictionif, in their opinion it should be for the benefit and improvement of this property; except, that none of the hereinbefore mentioned businesses may be operated on said property, and said covenants shall run with the land and shall be in full force until June 1, 1988.

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 portions 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.

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

IN WITNESS WHEREOF, the undersigned has hereunto set their hand this 21st day of May, 1963.

PALMDALE DEVELOPMENT COMPANY, INC.
an Arizona Corporation

By H. A. Tidmore
H. A. TIDMORE, PRESIDENT

STATE OF ARIZONA)
)SS
COUNTY OF PIMA)

This instrument was acknowledged before me this 21st day of May, 1963 by H. A. TIDMORE, President of PALMDALE DEVELOPMENT CO., INC., An Arizona Corporation.

Notary Public

My commission expires:

My Commission Expires Feb. 26, 1967

APPROVED AS TO FORM

Special Deputy County Attorney

8312

Fee

INDEXED	COPIES	MAILED

State of Arizona } ss
County of Pima }

I hereby certify that the within instrument was filed for record at request of BOARD OF SUPERVISORS

Date 1965 FEB 1 PM 3 29
Book 2422 Page 283

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

ANNA SULLINGER, County Recorder
By Deputy