



Covenants, Conditions, and Restrictions (CCRs) for ALMARTIN ADDITION Recorded by Pima County Recorder's Office in 1945

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.

This instrument was acknowledged before me this 24th day of February, 1945 A. D. 1945, by LAWRENCE F. BERICAL and LOIS L. BERICAL, his wife_

(NOTARY SEAL)

W. Reese Lowe
Notary Public.

(My commission expires Sept. 21, 1945)

Filed and recorded at request of Tucson Title Insurance Co. Feb 24 at 12:44 PM, 1945

#3131

COMPARED
Read by *True*
Read to *Go*

Anna Sullinger, County Recorder

By *Josephine Butler* Deputy

JB&NM

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that F. Fred Roberts and Gladys I. Roberts, husband and wife, being the owners of the following described real property in the County of Pima, State of Arizona, to wit:

The ALMARTIN ADDITION, 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 7 of Maps and Plates, at Page 53 thereof.

do hereby declare that we have established and do hereby establish the following provisions, conditions, and restrictions, upon and subject to which all of the aforesaid lots, and parts of lots in said Almartin Addition, owned by the undersigned, shall be improved by the undersigned, or sold and conveyed by the undersigned, each and all of which provisions, conditions and restrictions, is and are for the benefit of each owner of land in said Almartin Addition, his heirs, executors, administrators, successors and assigns, shall inure to the benefit of the pass with each and every parcel of land in said Almartin Addition, owned by the undersigned or by other persons and shall apply and bind the purchasers of any portion or portions of the hereinbefore described property of the undersigned and their successors in interest, in and to said property; and each and all of which conditions, provisions and restrictions are imposed upon each and every parcel of the hereinbefore described property of the undersigned in favor of each and every parcel thereof owned by others as follows, to wit:

1-No Dwelling or building shall be erected upon the front 90 feet of any lot to cost less than \$2500.00, except garages and necessary structures incidental to dwellings already constructed upon said lots in accordance with the restrictions above set forth.

2-No hogs may be kept or maintained upon the premises.

3-No part of said premises shall be sold to, assigned, ~~transferred~~ transferred, demised, leased, or sublet to any person of African, Mongolian, or Mexican descent.

4-All Sewage disposal must comply with state and county requirements.

5-No residence or dwelling shall be erected within 30 feet of the front property line, or within 5 feet of any adjoining property line, except by written permission of the owner of said adjoining property.

6-Any violation of the above restrictions by the buyer, his heirs or assigns, will result in the forfeiture of the said parcel upon which the violation occurred, to the seller, his heirs, or assigns.

7-These restrictions may be amended or changed by agreement of the owners of three fourths of the property in the tract.

A breach of any of the foregoing provisions, conditions, or restrictions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value received, as to any portion of said property, but said provisions, conditions, and restrictions shall be binding upon and effective against any such

mortgagee or trustee, or owner therewith whose title thereto was acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF we hereby set our hands and seals this 24th. day of February, 1945.

F. Fred Roberts
F. Fred Roberts

Gladys I Roberts
Gladys I. Roberts
by F. Fred Roberts, her attorney in fact.

STATE OF ARIZONA)
COUNTY OF PIMA) ss.

This instrument was subscribed and sworn to before me this 24th. day of February, 1945, by F. Fred Roberts individually, and by F. Fred Roberts as attorney in fact for Gladys I. Roberts, his wife.

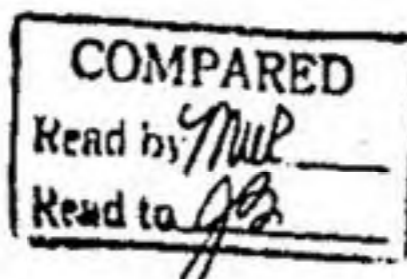
(NOTARY SEAL)

Edna Miller
Notary Public

My commission expires Feb 21, 1947

Filed and recorded at request of F. Fred Roberts Feb 24 at 2:56 PM, 1945

#3145



Anna Sullinger, County Recorder

By *Josephine Benton* Deputy

RM

NOTICE OF INTENTION TO SELL
UNDER BULK SALES LAW

NOTICE IS HEREBY GIVEN that ROBERT G. HERNDON, doing business under the trade name, "Copper Kettle Cafe" located at 931 East Third Street, Tucson, Arizona, intends to sell, assign and deliver at a single transaction and not in the regular course of trade, the whole of his stock in trade to include furniture and fixtures of said, "Copper Kettle Cafe" on Wednesday, the Seventh day of March, 1945 to R. Wenerskold.

Creditors' claims should be presented to Mr. Gordon G. Aldrich, 502 Valley National Building on or before March 7, 1945.

Robert B. Herndon
ROBERT B. HERNDON

STATE OF ARIZONA)
County of Pima) ss.

The foregoing instrument was acknowledged before me this 24th day of February, 1945 by Robert B. Herndon for the purposes and considerations therein expressed.

(NOTARY SEAL)

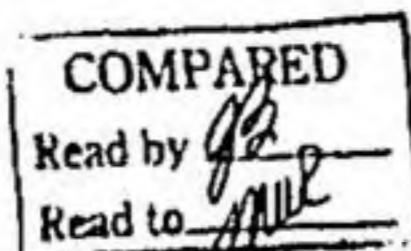
Neoma Eichhorst
NOTARY PUBLIC

(SEAL)

My commission expires
November 28, 1948

Filed and recorded at request of C. E. Houston Feb 24 at 4:14 PM, 1945

#3147



Anna Sullinger, County Recorder

By *Josephine Benton* Deputy

RM

CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT, Made this 12th day of February, 1945 by and between W. W. Brown and Iva O. Brown, his wife hereinafter called "the seller", and WINNIE E. HOPPER, a widow, and CHARLES H. LESLIE and ELLA MAE LESLIE, his wife hereinafter called "the buyer",

WITNESSETH: That in consideration of the mutual covenants herein contained, the seller agrees to sell and convey and the buyer agrees to purchase all that certain property, hereinafter called "said property", situate in the County of Pima, State of Arizona, described as follows,