



## Covenants, Conditions, and Restrictions (CCRs) for EASTLAND HEIGHTS Recorded by Pima County Recorder's Office in 1930

### **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.*

AFFIDAVIT OF LABOR PERFORMED AND IMPROVEMENTS MADE

STATE OF ARIZONA)

COUNTY OF PIMA ) ss

~~XXXXXXXX~~ Aristides L. Ojed~~XXXX~~ being duly sworn, deposes and says that he is a citizen of the United States and more than twenty-one years of age, and resides at Tucson, in Pima County, State of Arizona, and is personally acquainted with the mining claim known as Amelia and Copper Dyke mining claims, situate in Catalina Mining District, County of Pima, State of Arizona, the location notice of which is recorded in the office of the County Recorder of said County, in Book HHH of Records of Mines, at page 18 & 19; that between the 20th day of June, A.D. 1930, and the 30th day of June, A.D. 1930, at least two hundred and twenty-five (\$225.) dollars worth of work and improvements were done and performed upon said claim, not including the location work of said claim. Such work and improvements were made by and at the expense of Aristides Ojeda, Joaquin Lopez and Concepcion Mendez owners of said claim for the purpose of complying with the laws of the United States pertaining to assessment of annual work, and that Concepcion Mendez, Arnulfo Mendez, Jose Maris Mendez and Jose Mendez, Jr., Jr., all of Tucson, Arizona, and citizens of the United States and more than twenty-one years of age, each and every one of them, were the men employed by said owners and who labored upon said claim, did said work and improvements, the same being as follows, to-wit:

An open cut or shaft on the Amelia Mining Claim and a tunnel on the "Copper Dyke Mining Claim" and other improvements made to comply with the Assessment Work, required by law for the year, One thousand nine hundred and thirty (1930)

Aristides L. Ojeda

Subscribed and sworn to before me this first day of July, A.D. 1930.

~~Aristides L. Ojeda~~  
-Notary Public-

(NOTARY SEAL)

Wenceslao E. Felix, Notary Public

(My commission expires Apr. 12th, 1933)

Filed and recorded at request of Aristides L. Ojeda Jul 1 1-49 PM 1930

#10708

Mabel B. Cooper, County Recorder  
By Lelia Elias Deputy

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That E. VAN DER VRIES and RUTH S. VAN DER VRIES, his wife, owners of the real property in the City of Tucson, County of Pima, and State of Arizona, described as follows, to-wit:

Any and all lots in Eastland Heights, being a subdivision of the northeast quarter of the southeast quarter of Section Eighteen (18), Township Fourteen (14) South, Range Fourteen (14) East, Pima County, Arizona, according to the map or plat of said Eastland Heights of record in the office of the County Recorder of Pima County, Arizona, in Book 5 of Maps and Plats at Page 17 thereof,

EXCEPTING THE FOLLOWING:

Lots Three, Four, Five (5), Six (6), Seven (7) Eight (8) and Nine (9) in Block One (1); Lots Six (6), Seven (7) and Eight (8) in Block Three (3); Lot Sixteen (16) in Block Four (4); Lots Five, Six, Seven, Ten (10), Eleven (11), Twelve (12) and Thirteen (13) in Block Six (6); Lots Eight (8) and Thirteen (13) in Block Eight (8); Lot Thirteen (13) in Block Nine (9); Lot Six (6) in Block Eleven (11); Lots Four (4) and Six (6) in Block

Twelve (12), hereby certify and declare that they have established and do hereby establish a general plan for the improvement and development of said property, and do hereby establish the provisions, conditions, restrictions, and covenants upon and subject to which all lots and portions of lots in said property, which entire property is herein referred to as "said property," shall be improved or sold and conveyed by them as such owners, each and all of which is and are for the benefit of each owner of land in said property, or any interest therein, and shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of the present owners thereof. All said conditions and restrictions are and each thereof is imposed upon said property as a servitude in favor of each and every such parcel of land therein as the dominant tenement or tenements, and are covenants running with the land, as follows:

1. Said property and any portion thereof shall be used for private residence purposes only; no business of any nature shall be conducted thereon; no building or structure intended for or adapted to business purposes shall be erected, placed or permitted or maintained on said property or any part thereof except as authorized by the City zoning ordinances now in effect.

2. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum or hydrocarbon products or substances be produced or extracted therefrom.

3. No part of said property shall be sold, conveyed, rented or leased, in whole or in part, to any person of African or Asiatic descent or to any person not of the White or Caucasian race.

No part of said property shall be used or occupied or permitted to be occupied, in whole or in part, by any person of African or Asiatic descent or by any person not of the White or Caucasian race, except such as employed thereon as domestic servants by the owner or tenant of any lot in said property.

4. Every residence, exclusive of outbuildings, shall cost and be fairly worth not less than \$2,000.00.

5. A garage shall not be erected and maintained on any corner lot within a distance of 25 feet from the street or avenue. A garage may be erected or permitted on any lot in said property before the construction and completion of said private residence thereon.

6. No fence, wall, hedge or coping over three feet high shall be erected or maintained within 25 feet of the front property line of any lot in said property or along the boundary line of any corner lot, within 25 feet from side street or avenue, or over 6 feet elsewhere.

7. No residence shall be erected on any piece of ground contained in said property which does not have a frontage of at least 50 feet, except upon key lots.

8. Any ownership or single holding comprising part of two adjoining lots, or all of one lot and part or parts of one or more adjacent lots thereto, which is included in such ownership may, at the option of the Sellers or their successors in interest as owner of the reversionary rights herein provided for and for all purposes of this declaration, be deemed as constituting a single lot, for all the purposes not prejudicial to the owner or owners of said lot.

10. No residence shall be removed from without said property to any lot therein, without written consent of the owners of all lots on the same street or avenue within 300 feet in each direction of said lot, and, in the event a house shall be so moved in unto said property, said house shall comply in all respects with the provisions, condi-

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ditions, restrictions and covenants contained herein.

PROVIDED, that the aforesaid conditions and restrictions, shall continue and remain in full force and effect at all times as against any owner of said lot in said property, however, his title thereto may be acquired, until January 1st, 1980, on which said date the said conditions and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on said property or any owner thereof, excepting that the restrictions referring to persons of African and Asiatic descent and persons not of the White or Caucasian race shall be perpetual. Although certain conditions and covenants expire January 1, 1980 any and all reversions for breach of any of said conditions or covenants or covenants committed or suffered prior to January 1, 1980, shall be absolute.

PROVIDED, further, that a breach of any provisions, conditions restrictions and covenants hereby established shall cause the real property upon which such breach occurs to revert to the Sellers or their successor in interest as owner of the reversionary rights and the owner of such reversionary rights shall have the right of immediate entry upon such real property in the event of any such breach and as to each lot owner in said property the said provisions, conditions, restrictions and covenants shall be covenants running with the land and the breach thereof, or the continuance of any such breach, may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary rights or by any such owner of other lots in said property, but by no other persons.

PROVIDED, further, that a breach of any of the foregoing provisions, conditions, restrictions or covenants 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 as to any lot or lots or portions of lots in said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgages or trustee or owner thereof whose title thereto or whose grantor's title is, or was, acquired by Foreclosure, Trustee's sale or otherwise.

An easement upon or over the rear end of each and every lot is hereby reserved to be granted for use for poles, cross-arms, conduits and wires, for the transmission of electrical energy, for telephone and for electric light purposes with access thereto for installing, repairing, and maintaining the same.

No delay or omissions on the part of the above mentioned owners, or their successors in interest as owner of the reversionary rights herein provided for, or the owners of other lots in said property, in exercising any right, power or remedy herein provided in the event of any breach of any of the conditions, restrictions, covenants, or reservations 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 any one whomsoever against the owners for or on account of any such breach or their failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach of any of said provisions, conditions, restrictions, or covenants or for imposing restrictions herein which may be unenforceable by said owners.

PROVIDED, further, that said property shall be subject to any and all rights or privileges which the City of Tucson may have acquired through dedication or the filing or the recording of Maps and Plats of said property as authorized by law; and said property shall be subject to any reservations or exceptions contained in State or Federal patents and to existing zoning ordinances of the City of Tucson, which zoning ordinances are hereby given precedence over these restrictions, and said property or any part thereof may be put to any use or occupancy hereafter which may be authorized or permitted by a compliance with the terms and conditions of said zoning ordinances, anything in these restrictions to

the contrary notwithstanding.

IN WITNESS WHEREOF, the said hereinabove mentioned owners have hereunto set their hands this 17th day of June, 1930.

E. Vander Vries  
Ruth S. Vander Vries  
By E. Vander Vries  
Her Attorney-in-Fact

STATE OF ARIZONA }  
COUNTY OF PIMA } ss

This instrument was acknowledged before me this 17th day of June, A.D. 1930 by E. VAN DER VRIES, for himself and by E. VAN DER VRIES as Attorney-in-fact for RUTH S. VAN DER VRIES his wife.

(NOTARY SEAL)

Bessie L. Coutles, Notary Public

My commission expires September 28th 1933.

Filed and recorded at request of Vander Vries Realty & Mtg. Co. Jul 2 10-47 AM 1930

#10761

Mabel B. Cooper, County Recorder

By Ellis E. Egan Deputy

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, Made this twentieth day of June, 1930, by and between L. Moreno and Refugio S. Moreno, husband and wife, of Tucson, Arizona, parties of the first part, hereinafter called the seller, and Flossie Ward, an unmarried woman, of Tucson, Arizona, party of the second part, hereinafter called the buyer, WITNESSETH: That in consideration of the covenants herein contained the seller agrees to sell and convey and the buyer agrees to purchase all that certain property situate in the City of Tucson, County of Pima, State of Arizona described as follows, to-wit:

The West one-half (1/2) of Lots Two (2) and Three (3) in Block 143 of the City of Tucson Pima County, Arizona, according to the map or plat on file in the office of the County Recorder of Pima County, Arizona, in Book 2 of Maps and Plats, at Page 4 thereof.

upon the following terms and conditions:

The purchase price of the said property hereinabove described which said buyer agrees to pay is the sum of Seven Hundred Fifty (\$750.00) Dollars, payable as follows, to-wit: \$50.00 at the time of the execution of this instrument; the balance of \$700.00, together with interest on such portion thereof at any time remaining unpaid, at the rate of eight per cent per annum, shall be paid in monthly installments of not less than \$15.00 each, until all of said purchase price and interest as provided, shall have been fully paid. All payments shall be made on the --th day of each and every month, beginning July--th, 1930, and each month thereafter until paid.

All payments under this Contract shall be made at Consolidated National Bank of Tucson, Arizona, which bank or company is hereby authorized to receive said payments and receipt therefor.

All taxes levied on the property hereinabove described prior to January 1, 1930, are to be paid by the seller. All taxes for the year 1930 are to be prorated as of June 30, 1930; (that is to say, the seller will pay all taxes accrued to June 30, 1930, and the buyer will pay taxes thereafter.

All liens, assessments, water, gas, electric charges, or impositions levied against the property hereinabove described, (save and except as otherwise provided in this con-

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