



Covenants, Conditions, and Restrictions (CCRs) for GRANADA PARK

Recorded by Pima County Recorder's Office in 1936

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.

and interest of said Estate of Citizens Building and Loan Association, in and to the above described premises.

DONE in open Court this 29 day of October, 1935.

Wm G Hall
J u d g e.

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

I, Lenna H. Burges, Clerk of the Superior Court of the state of Arizona, in and for the county of Pima, do hereby certify that I have compared the foregoing copy of the ORDER AUTHORIZING SALE OF CERTAIN REAL PROPERTY TO A. T. ELLISON AND ANNIE ELLISON, his wife, in Case No. 15739, entitled In the Matter of the Estate of CITIZENS BUILDING AND LOAN ASSOCIATION, Insolvent, with the original record of the same remaining in this office and that the same is a true and correct transcript therefrom.

WITNESS my hand and the seal of said court, affixed this 4th day of June, 1936.

Lenna H Burges
C L E R K
Elizabeth Oney
D E P U T Y.

(SEAL)

Filed and recorded at request of Tucson Title Insurance Co. Jun 4 At 2:15 PM 1936.

#8666

COMPARED
Read by C
Read to CB

Anna Sullinger, County Recorder
By Margaret Caswell, Deputy

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That the Mortgage executed by C. O. REAM AND N. A. REAM, his wife the parties of the first part therein, to MINNIE A. ROSE, wife of C. E. Rose the party of the second part therein, bearing date the 21st day of March, 19230, and recorded in the office of the County Recorder of Pima County, State of Arizona, in Book 94 of Mortgages, at pages 36, on the 24th day of March, 19230, together with the debt thereby secured, is fully paid, satisfied and discharged, said mortgage having been assigned on Jan. 2, 1934, to William Wisdom and recorded Jan. 3, 1934, in Book 9 of Assignments at page 219 thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of May, 1936.

Signed and Delivered in the Presence of)
.....) William Wisdom

STATE OF ARIZONA,)
) ss.
County of PIMA)

Before me, Helene C. Voyer, a Notary Public in and for the County of Pima, State of Arizona, on this day personally appeared WILLIAM WISDOM known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 20th day of May, A.D. 1936

Helene C. Voyer
Notary Public.

(NOTARY SEAL)
(My commission expires July 29, 1937)

Filed and recorded at request of Tucson Title Insurance Co Jun 4 at 2:45 PM 1936

#8671

COMPARED
Read by 7N
Read to CB

Anna Sullinger, County Recorder
By Margaret Caswell, Deputy

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS.

KNOW ALL MEN BY THESE PRESENTS:

That Olive G. Failor, a widow, being the owner of the following described real property in the County of Pima, State of Arizona, to-wit:

8 1/2 of Block 2 and Blocks 4, 5, 6 and 7 of Granada Park, 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 6 of maps and Plats at page 58 thereof.

does hereby declare that she has established and does hereby establish the following provisions, conditions, restrictions and covenants upon and subject to which all of the aforesaid land in said Granada Park owned by the undersigned shall be improved by the undersigned or sold or conveyed by the undersigned, each and all of which provisions, conditions, restrictions and covenants is and are for the benefit of each owner of the aforesaid land in said Granada Park executing instruments of the same general character as this, her heirs, executors, administrators, successors and assigns, and shall inure to the benefit of and pass with each and every parcel of the aforesaid land in said Granada Park owned by the undersigned or by other persons executing instruments of the same general character as this, and shall apply to and bind the purchasers of any portion or portions of the hereinbefore described property of the undersigned and her successors in interest, in and to said property, and each and all of which provisions, conditions, restrictions and covenants are impressed and imposed upon each and every parcel of the hereinabove described property of the undersigned in favor of each and every parcel thereof and in favor of each and every parcel of the aforesaid land in said Granada Park owned by others executing instruments of the same general character as this, as follows, to-wit:

- 1. Every part of any residence constructed upon said property or any thereof, excluding the front steps and roof projections, shall be located not closer to the front property line of the property upon which the same is constructed than thirty (30) feet.
- 2. Every permanent dwelling house erected on the said property shall contain not less than 480 square ft. of floor space.
- 3. Temporary homes or garage dwellings shall be not closer than 150 ft. to the front property line of any lot.
- 4. All frame buildings erected on any of this property shall be neatly built and the outside of said buildings painted.
- 5. Every permanent dwelling house built on the said property must have for sewage disposal a septic tank. Cess pools must not be constructed or used on the said property.
- 6. Usage of said property shall be primarily for residence purposes. The following businesses are specifically prohibited on said property: Riding academies, commercial stables, commercial kennels, hog ranches, slaughter houses, beer gardens and dance halls.
- 7. No part of the said property shall be sold, conveyed, rented or leased in whole or in part to any person of African or Asiatic descent, nor to any person not of the white or Caucasian race.

The aforesaid conditions and restrictions and each and all thereof shall continue and remain in full force and effect at all times as against any owner of any of the hereinabove described property, however his title may be acquired, until January 1, 1956, on which date the said conditions and restrictions and each and all thereof shall terminate and end, and thereafter be of no further legal or equitable effect on the hereinabove described property or any owner thereof, except that the restrictions referring to persons of African or Asiatic descent and to persons who are not of the white or Caucasian race, shall be perpetual.

A breach of any of the provisions, conditions, restrictions or covenants hereby established, and a continuance of such breach of thirty (30) days, shall cause the real property upon which such breach occurs to revert to the undersigned or to her heirs and personal representatives as owner of the reversionary rights herein provided for.

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and the owner of such reversionary rights shall have the right to immediate re-entry upon such real property in the event of any such breach and a continuance of such breach for a period of thirty (30) days, and as to the owner of said property the said provisions, conditions, restrictions and covenants shall be covenants running with the land, and the breach of any 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 the owner of any other lot or lots hereinabove described now owned by the undersigned.

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 portion of said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title thereto or whose grantor's title thereto is or was acquired by foreclosure, trustee's sale or otherwise.

No delay or omission on the part of the undersigned, or her successors in interest as owner of the reversionary rights herein provided for, or the owners of other lots in Granada Park having the right hereunder to exercise the same, in exercising any right, power or remedy herein provided for in the event of any breach 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 undersigned or her successors in interest for or on account of her failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach of any such provisions, conditions, restrictions, covenants or reservations, or for imposing restrictions herein which may be unenforceable.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand on this 3rd day of June, A. D. 1936.

Olive G. Fallor.

STATE OF ARIZONA,)
COUNTY OF PIMA.) SS.

This instrument was acknowledged before me this 3rd day of June, A.D. 1936, by Olive G. Fallor, a widow.

Herbert F. Krucker
NOTARY PUBLIC, PIMA COUNTY,
ARIZONA.

(NOTARY SEAL)
My Commission expires
My Commission Expires June 28, 1938

Filed and recorded at request of Olive G. Fallor Jun 4 at 4:45 PM 1936

#8684

COMPARED
Read by TH
Read to CB

Anna Sullinger, County Recorder
By Margaret Redwell, Deputy

NOTICE OF SALE AT SINCE TRANSACTION

Notice is hereby given that the undersigned, ROY LEE DRAKE, doing business as LEE'S AUTO EXCHANGE, 2240 Oracle Road, Pima County, State of Arizona, will sell and deliver a single transaction, and not in the regular course of business, to HENRY C. JENSON, of Tucson, Arizona, on Tuesday, June 16th, 1936, at 10 A.M. of said date, of his interest in and to said business consisting of good will, used auto parts, and accessories, and equipment pertaining thereto.

Roy Lee Drake

State of Arizona,)
County of Pima.) SS.

The foregoing instrument was acknowledged before me this 5th day of June, 1936, by Roy Lee Drake.