



Covenants, Conditions, and Restrictions (CCRs) for GRANT ROAD 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.

Lot Four (4) in Block Sixteen (16) of New Deal Acres, a subdivision in Pima County, Arizona, according to the Map or Plat of said subdivision of record in the office of the County Recorder of Pima County, Arizona, in Book 6 of Maps and Plats, at page 46 thereof.

Provided, however, that all of the conditions, restrictions and reversionary provisions in said instrument contained shall be applicable to the purchaser or purchasers, their heirs and assigns, of said lands at any mortgage foreclosure sale for breaches of said conditions and restrictions subsequent to their acquisition of said lands or any part thereof.

J W Angle
BEULAH L. ANGLE
By J W Angle
Her Attorney-in-Fact

STATE OF ARIZONA)
COUNTY OF PIMA) ss

This instrument was acknowledged before me by J. W. Angle and J. W. Angle as Attorney-in-Fact for Beulah L. Angle, this 23rd day of November, 1936.

(NOTARY SEAL) Bessie L. Goutlee
Notary Public

My commission expires October 19, 1937

Filed and recorded at request of Valley National Bank, Tucson, Arizona Nov 24 at 10:37 AM 1936

Anna Sullinger, County Recorder
By *Anna Sullinger* Deputy.

#19102
COMPARED
Read by *J*
Read to *J*

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That JOHN G. HAYNES, and EDITH F. HAYNES, his wife, being the owners of the following described real property in the County of Pima, State of Arizona, to-wit:

All of Blocks One (1), Two (2), Three (3), and Four (4) of Grant Road Park, an addition to the City of Tucson, Pima County, Arizona, according to the map or plat of said addition on file and of record in Book 6, of Maps and Plats at Page 63, in the office of the County Recorder of said County.

do hereby declare that we have established and do hereby establish the following provisions, conditions, restrictions, and covenants upon and subject to which all of the aforesaid lots in said Grant Road 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 shall inure to the benefit of and pass with each and every parcel of land in said Grant Road Park, and shall apply to and bind the purchasers of any portion or portions of the hereinabove described property, and their 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 in favor of each and every other parcel thereof, as follows, to-wit:

1. Every residence constructed within the front 100 feet of any of the lots on said property shall contain not less than Four Hundred (400) square feet of floor space.
2. Every part of any residence constructed upon any of the lots in Grant Road Park, excepting the front steps and roof projections, shall be located not closer to the front property line of of the property upon which the same is constructed than thirty (30) feet. The foregoing restriction shall not apply to buildings on the rear portions of said lots facing the alleys.
3. All temporary homes or garage dwellings, shall be not closer than 150 feet to the front property line of any lot.
4. Every dwelling house built on the said property must have a septic tank for

sewage disposal, and no cesspools shall be dug or used on the said property.

5. Usage of said property shall be primarily for residence purposes, and the following business are specifically prohibited on said property, to-wit: Sale of intoxicating liquors, Riding Academies, Commercial Stables, Commercial Kennels, Hog Ranches, Slaughter Houses, Dance Halls.

6. All frame buildings erected on said property shall be neatly constructed and the outside of said buildings painted.

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 or 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, 1957, 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 for ninety (90) days, shall cause the real property upon which such breach occurs to revert to the undersigned or to their heirs and personal representatives as owners of the reversionary rights herein provided for, and the owners 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 ninety (90) 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 owners of the reversionary rights, or by the owner of any other lot or lots hereinabove described.

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 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 whose title thereto was acquired by foreclosure, or otherwise.

No delay or omission on the part of the undersigned, or their successors in interest as owners of the reversionary rights herein provided for, or the owners of any lots in Grant Road 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 their successors in interest for or on account of their 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 have hereunto set their hand on this 24th day of November, A. D. 1936.

John G. Haynes
Edith F. Haynes

STATE OF ARIZONA.)
County of Pima.) ss

This instrument was acknowledged before me this 24th day of November, A.D. 1936, by JOHN C. HAYNES and EDITH F. HAYNES, his wife.

My Commission will expire: }
Jan. 23rd 1938.
(NOTARY SEAL)

George. B. Skinner
NOTARY PUBLIC

Filed and recorded at request of John C. Haynes Nov 24 at 10:59 AM 1936

#19105

COMPARED
Read by: *[Signature]*
Read to: *[Signature]*

Anna Bullinger, County Recorder
By *[Signature]* Deputy.

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, Made this 23rd day of November 1936 by and between Annie N. Wineburg, a Widow of Tucson, Arizona party of the first part, hereinafter called the seller, and Anna Schlachtfeld, Wife of William Schlachtfeld 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 South Sixty (60) feet of the North One Hundred Twenty (120) feet of Lots Nine (9) and Ten (10) in Block Five (5) of Buena Vista Addition to the City of Tucson, Pima County, Arizona, according to the Map of said Addition of record in Book 1 at Page 20 of Maps and Plats in the office of the County Recorder of said Pima County, together with all household furniture as per inventory hereto attached.

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 FOUR THOUSAND ONE HUNDRED (\$4100.00) Dollars, payable as follows, to-wit: \$750.00 Cash upon the execution of this Contract, receipt of which is hereby acknowledged.

\$2500.00 - By assuming and agreeing to pay that certain Contract dated 10/22/36 now of record in Book 58 of Miscellaneous Records in the office of the County Recorder of Pima County, Arizona, at Page 551 thereof; said Contract being payable at the rate of not less than \$30.00 per month including interest at the rate of 7 % per annum, interest payable monthly; said Contract being executed by George E. Dodge and Maybelle W. Dodge and Annie N. Wineburg.

\$850.00 - Payable not less than \$15.00 per month including interest at the rate of 6% per annum, interest payable monthly. In addition to the regular monthly payments, \$250.00 shall be due and payable on the principal sum of this Contract on or before May 23, 1937.

All payments under this Contract shall be made at Southern Arizona Bank & Trust Company, 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, 1936 are to be paid by the seller. All taxes for the year 1936 are to be prorated as of November 23rd, 1936; that is to say, the seller will pay all taxes accrued to November 23rd, 1936, 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 contract) up to November 23rd, 1936, are to be paid by the seller and after that date they are to be paid by the buyer.

The buyer, at his own expense, is to carry not less than Thirty Five Hundred (\$3500.00) Dollars fire insurance on the improvements located on the premises above described. Said