



Covenants, Conditions, and Restrictions (CCRs) for HALCYON ACRES

Recorded by Pima County Recorder's Office in 1932

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.

mortgage of record in Book 7 of Assignments at Page 589.

It being the further intention of the parties hereto, that all the remainder of the property conveyed by said mortgage and not hereby expressly released, shall continue to be subject to said mortgage in all respects as heretofore.

To have and to hold the said released premises unto the said Rincon Development Co., a corporation, its successors ~~heirs~~ and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand this ~~22th~~ 10th day of ~~August~~ Sept. 1932.

F. L. Ginter

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

Before me, the undersigned, a Notary Public in and for the County of Pima, State of Arizona, on this day personally appeared F. L. Ginter 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 ~~29th~~ 10th day of August Sept A.D. 1932.

(NOTARY SEAL)

Leone Wixson, Notary Public

My Commission expires 2/20/33.

Filed and recorded at request of TUCSON TITLE INSURANCE CO, Sep 12 at 2:24 PM 1932

#9399

Mabel B. Cooper, County Recorder

By Bertha Jacobson Deputy.

DECLARATION OF ESTABLISHMENT OF CONDITIONS,
RESTRICTIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS: That STEFAN GOLLOB, a single man, being the owner of the following described property, to-wit: HALCYON ACRES, a subdivision near the City of Tucson, Pima County, Arizona, as shown by the map or plat thereof, recorded in the office of the County Recorder of Pima County, Arizona, on September 6th 1932 in Book 6 of Maps and Plats, at Page 40 thereof,

HEREBY CERTIFIES AND DECLARES that he has established and does hereby establish a general plan for the improvement and development of said property and does hereby establish the provisions, conditions, restrictions, reservations and covenants upon and subject to which all lots and portions of lots in said property, which entire property is hereby referred to as "said property", shall be improved or sold and conveyed by him as owner thereof, each and all of which provisions, restrictions and covenants is and are for the benefit of each owner of land in said property or any interest therein, and which 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 owner thereof, on each thereof is imposed upon said property as servitude in favor of each and every parcel of land therein as dominant tenements, as follows, to-wit:

1. All said property shall be used for residential purposes only, except Lots 1 and 2, which may be used for business, school, church or recreational purposes.

2. The owner herein reserves for himself, his heirs and assigns, a right of way and easement, four (4) feet in width on all inside and rear property lines of all lots embraced in said HALCYON ACRES SUBDIVISION for any and all Telephone, Telegraph and Electric light poles and wires, that may be erected thereon; and also for any Gas and water pipes or mains which may be laid by the owner or his assigns, and the right to maintain such water pipes provided that all water pipes and mains shall be laid so that

net less than eight inches of ground shall cover such water pipes or mains; and also the use of so much land as is necessary in the laying down, and maintaining of said pipes, and also the right to enter into and upon said lands for the purpose of laying and maintaining said pipes or mains, and also at all times in the future for the purpose of repairing and inspecting and maintaining said pipes or mains and causing no more damage in entry or entries than cannot be avoided.

3. No buildings on lots designated as residential property shall be constructed nearer than 50 feet to the front property line of the lot on which they are situated, nor nearer than 10 feet to the side property lines of the adjoining owner.

4. Chicken runs, rabbit houses, stables, etc. must be so placed and maintained on the lots so as not to be offensive to other property in the subdivision.

5. Sewage disposal plants must conform with regulations approved by the County Health Authorities.

6. No lots designated for residential purposes shall be subdivided in tracts smaller than 2½ acres.

7. No part of said property shall be sold, conveyed, rented or leased directly or indirectly to any person of the Mongol, Oriental or Negro Races.

8. Further subject to the reservations contained in the United States patent to said property to STEFAN GOLLOB in 1931 recorded in the office of the County Recorder of Pima County, Arizona, reference to which is hereby made.

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 portion of the hereinbefore described premises, however his title thereto may be acquired, until January 1, 1972 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 said hereinbefore described property or any owner thereof, except that the restrictions referring to persons of Mongol, Oriental or Negro descent shall be perpetual.

A breach of any of the provisions, conditions, restrictions, and covenants hereby established shall cause the real property upon which such breach occurs, with all improvements thereon, to revert to the present owner, or his successor in interest as owners of the reversionary rights herein provided for, and the owner of such reversionary rights shall have the right of immediate re-entry upon such real property, with improvements, in the event of any such breach, and sole possession and ownership thereof, and as to each owner of property embraced within the property hereinbefore described the said provisions, conditions, restrictions and covenants shall be covenants running with the land and the breach or attempted breach of any thereof, or the continuance of any such breach thereof, may be enjoined, abated or remedied by appropriate proceedings by the owner of said reversionary rights, as cumulative remedy, and without waiver of right or re-entry, possession and sole ownership, or such cumulative remedies or any other legal remedy may be exercised by the owner of any portion of the hereinbefore described property, but by no other person.

Provided, however, that a breach of any of the foregoing provisions, conditions, restrictions or covenants, or any re-entry by the reason of such breach, shall not render invalid the lien of any mortgage or deed of trust theretofore made in good faith for value as to any portion of the hereinbefore described property, but such provisions, conditions, restrictions and covenants shall at all times apply to the owners of the title of any of said property, and shall at once attach and be binding upon and effective

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22
against any purchaser or purchasers upon foreclosure, or other enforcement or otherwise, and their grantees.

No delay or omission on the part of the present owner, his successor in interest as owner of the reversionary rights herein provided for, or the owners of other portions of said property hereinbefore described, in exercising any right, power or remedy herein provided for in the event of any breach of the conditions, restrictions, provisions, 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 anyone whosoever against the present owner, his successors in interest for or on account of his 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, covenants or reservations, or for imposing conditions and restrictions herein which may be unenforceable by said present owner.

IN WITNESS WHEREOF, the said STEFAN GOLLOB, a single man has hereunto set his hand and seal this 13th day of September, A.D. 1932.

Stefan Gollob

STATE OF ARIZONA)
COUNTY OF PIMA) ss

This instrument was acknowledged before me this 13th day of September A.D., 1932 by STEFAN GOLLOB, a single man.

(NOTARY SEAL)

M. Hees, Notary Public

My commission expires Aug 2 A.D., 1936

Filed and recorded at request of TUCSON TITLE INSURANCE CO. Sep 14 at 9:20 AM 1932

#9415

Mabel B. Cooper, County Recorder.

By *Bertha Jacobson* Deputy.

STATE OF ARIZONA)
COUNTY OF PIMA) ss

I, William W. Jacobs, being first duly sworn, depose and say: That I am a Citizen of the United States of America, and of lawful age; That on December 16, 1919, when I acquired title to the north 58 feet of Lots 14, 15 and 16 in Block 10 of Highland Re-subdivision of Blocks 5, 8, 10 and 11 of Drake's Addition to the City of Tucson, Pima County, Arizona, by deed recorded in the office of the County Recorder of Pima County, Arizona, in Book 73 of Deeds at Page 524, Henrietta Adele Jacobs was my wife.

William W. Jacobs

SUBSCRIBED and SWORN to before me this 13th day of September, A.D. 1932, by William W. Jacobs.

(NOTARY SEAL)

A. B. Hazeltine, Notary Public.

My Commission expires June 12, 1936.

Filed and recorded at request of TUCSON TITLE INSURANCE CO. Sep 14 at 9:22AM 1932

#9416

Mabel B. Cooper, County Recorder.

By *Bertha Jacobson* Deputy.