



Covenants, Conditions, and Restrictions (CCRs) for NATIONAL CITY NO 3 Recorded by Pima County Recorder's Office in 1938

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.

IN WITNESS WHEREOF, said corporation has caused these presents to be executed by subscribing hereto its corporate name and affixing its corporate seal, by the President and Secretary of said corporation thereunto duly authorized by resolution of its Board of Directors, the 30th day of August in the year of our Lord one thousand nine hundred and thirty-seven.

STATE MUTUAL BUILDING AND LOAN ASSOCIATION
(A Corporation)

(CORPORATE SEAL)

W.S. By C. H. Wade Its President.
By W R Gibbon Its Secretary.

STATE OF CALIFORNIA, }
County of Los Angeles, } ss.

On this 30th day of August in the year one thousand nine hundred and Thirty-seven before me, IRENE EVERTS a Notary Public, in and for the County of Los Angeles, State of California, on this day personally appeared C. H. Wade, known to me to be the President, and W. R. Gibbon, known to me to be the Secretary, of the STATE MUTUAL BUILDING AND LOAN ASSOCIATION the Corporation that executed the within instrument, and acknowledged to me that they, as such officers, acknowledged the execution of such instrument as the free act and deed of such Corporation, and that each of them voluntarily executed the same, and they further acknowledged that such instrument was executed for the purposes and considerations therein expressed.

Given under my hand and seal of office this 30th day of August, 1937.

(NOTARY SEAL)

My commission expires June 10, 1939.

Irene Everts
Notary Public.

Filed and recorded at request of Alberto S. Elias May 3 at 11:14 AM 1938

#4403

COMPARED
Read by *LR*
Read to *LR*

Anna Sullinger, County Recorder
By *Maria A. Kelly* Deputy.

DECLARATION OF ESTABLISHMENT OF CONDITIONS
AND RESTRICTIONS AND RESERVATIONS AND WATER
PROVISIONS.

KNOW ALL MEN BY THESE PRESENTS:

That HOME REALTY COMPANY, a corporation, being the owner of the following described real property near the City of Tucson, County of Pima, State of Arizona, to-wit:

Blocks 37 to 54 inclusive;

All in National City Subdivision #3 to the City of Tucson, County of Pima, State of Arizona, as shown by the map of said subdivision, recorded in the office of the County Recorder of Pima County, Arizona, on the 16 day of April, 1938, in Book 6 of Maps and Plats at page 89 thereof;

does hereby declare that it has established the following provisions, conditions, restrictions, reservations, and covenants upon and subject to which all of the aforesaid lots and portions of lots in said National City Subdivision #3 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 reservations and covenants is and are for the benefit of each owner of land in said National City Subdivision #3, his heirs, executors, administrators, successors and assigns and shall inure to the benefit of and pass with each and every parcel of land in said National City Subdivision #3 owned by the undersigned or by other persons deriving title directly or indirectly from the undersigned and shall apply to and bind the purchases of any portion or portions of the hereinbefore described property of the undersigned and his successors in interest in and to said property, and each and all of which provisions, conditions, restrictions, reservations, and

covenants are impressed and imposed upon each and every parcel of the hereinbefore described property of the undersigned in favor of each and every other parcel thereof, and in favor of each and every parcel of land in said National City Subdivision #3 owned by others, as follows, to-wit;

RESTRICTIONS AND RESERVATIONS

It is provided and covenanted as covenants running with the land embraced in said NATIONAL CITY SUBDIVISION #3, and each and every part thereof, as follows, to-wit;

All said property shall be used for residential purposes only, except Blocks 37, 48, and 49, and all lots fronting on Orphanage Road, which may be used for business purposes.

No residences shall be constructed on said property that are not of a permanent character. All adobe and tile buildings must be plastered on the exterior surface. All frame buildings must be painted. No buildings shall be constructed of tin. Garages may be built of corrugated iron. No outside toilets will be permitted.

All buildings built on lots used for business purposes must be set back at least ten (10) feet from the front property line. No buildings constructed on the lots to be used for residential purposes shall be built nearer than twenty-five (25) feet to the front property line, nor nearer than ten (10) feet to any property line within fifty (50) feet distance from the front property line of said lots, nor nearer than ten (10) feet to the side street of said property, if same is a corner lot.

No residence costing less than \$1000.00 shall be built on any remaining portion of this Subdivision. All lots and residences may have a garage, chicken runs and the customary outbuildings on the premises. All garage dwellings or temporary houses must be set back at least ninety (90) feet from the front property line of the lot upon which they are situated. No part of the said property shall be sold, conveyed, rented or leased to any person of Mongolian or Negro races. No part of said property or any building thereon shall be used or permitted to be used, in whole or in part, directly or indirectly, or in any guise whatever, for the sale or manufacture of intoxicating liquor, of any kind. 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 hereinbefore describe property however his title thereto may be acquired, until January 1st, 1970, at which time 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 hereinbefore described property or any owner thereof, except that the restrictions referring to persons of Negro or Mongolian descent shall be perpetual.

Any ownership or single holding comprising part of two or more adjoining lots, or all of one lot and part or parts of one or more adjacent lots, and which have frontage of at least 44 feet shall be considered as one lot in complying with side line restrictions; that is, the outside side boundary lines will be considered as the side lines of said holding or lot.

And the Grantor herein further reserves for himself, his heirs and assigns, a right-of-way and easement seven and one-half (7½) feet in width; on the rear end of all lots embraced in said National City Subdivision #3, and also an easement seven and one-half (7½) feet wide on the east side of Lots 6 and 13, Block 37; 6 and 13, Block 48; also on the west side of Lots 9 and 21, Block 49; 9 and 21, Block 50; 9 and 21, Block 51; 9 and 21, Block 52; 9 and 21 Block 52, 9 and 21; Block 53; 9 and 21, Block 54; 11 and 22, Block 42; 11 and 22, Block 43. (in the event said Subdivision is subsequently taken into the corporate limits of the City of Tucson, Arizona, the said rights-of-way shall become dedicated as public alleys), for any and all telephone, telegraph, and electric light poles and wires, that may be erected thereon; and also for any water and gas pipes or mains

MCL BK 63

which may be laid by the owner or his assigns, and the right to maintain such water and gas pipes, provided that all pipes and mains shall be laid so that not less than eight inches of ground shall cover such 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 can be avoided.

The Grantor herein reserves all water rights lying under or pertaining to the real estate herein mentioned. The reservation of right shall extend to and include all waters of every kind and character now appropriated or hereinafter to be applied to a beneficial use.

The Grantor herein has reserved unto itself on the map and plat of the Subdivision which has been heretofore recorded, the right to lay water and gas mains in the streets, alley and easements or rights-of-way lying in and around said National City Subdivision #3. This reservation of right extends to and includes the right to lay said pipes, install meters, valves, etc., enter upon said public streets to make changes or repairs and to do all other things incident to the maintenance of said water system. The grantor has further reserved unto itself the sole right to grant franchises for the erection, installation and operation of telephone and telegraph lines, electric light poles, gas and water mains. This reservation shall extend to and be binding upon the purchasers of any of the real estate hereinbefore mentioned, and shall have the same force and effect as each and every other restriction herein contained.

WATER PROVISIONS

The buyer of any lot or lots in National City Subdivision #3, hereinafter called the Grantee, or his assigns, agrees to pay for and install a standard make of water meter before water service shall be furnished; water rates shall be not less than those made by the City of Tucson, for similar service.

The Grantor agrees to extend water mains or laterals to the Grantee's property line within thirty (30) days after the Grantee has made a written demand upon the Grantor for such service.

The Grantee herein hereby agrees to pay for all water rentals promptly on the 5th day of each and every month, for water used and furnished for the previous month; and in the event that he shall be in default for a period of five days thereafter, it is hereby agreed and understood that the Grantor or its assigns shall become entitled to a lien on the lot or lots purchased, for an amount equal to said water bill, plus an attorney's fee of \$20.00 in the event that suit shall be brought to collect said amount, or foreclosure proceedings are brought. And in the event of default, the Grantor reserves the right to immediately shut off said water service and in this connection, said Grantor shall have the right to enter in and upon said property for said purpose.

It is further agreed by the purchaser herein that the water service herein is for domestic use only, and is to be at a rate or price not less than to the then prevailing or existing rate charged by the City of Tucson for similar service. The Grantor is relieved of all personal responsibility and shall in no wise be liable for any interruption in the water pressure or service occasioned by any breaking down in machinery, plant equipment, mains, or any disappearance or lowering of water stratum or table, or impure water if caused from outside forces beyond control or knowledge of undersigned. The Grantor reserves the right for the benefit of said corporation to extend water service to adjoining or nearby lots provided such service shall not interfere with proper service to property

owners in the National City Subdivision #3.

It is understood and agreed that the owner of said Water Plant, or his assigns, at any time, may sell, transfer, and dispose of said Water Plant and the water rights herein reserved, to any person, municipality or corporation, provided that the purchaser thereof shall continue to furnish water at the rates herein provided for, and that upon said sale Grantor shall be relieved from any further responsibility or liability in connection therewith.

And it is further provided that said owner or his assigns may at his or its option, deed, transfer and turn over said Water System or the stock of said Water Corporation to the then owners of lots or property in said Subdivision, without consent of the owners of said lots, at any time it may see fit, and they shall be bound to accept said conveyance or transfer of stock.

And subject further to any and all restrictions and reservations now of record in the office of the County Recorder of said Pima County, State of Arizona.

And subject further to existing roadways and highways as established and to any right the Board of Supervisors of Pima County, Arizona, may have in that certain strip of land 5 feet in width adjoining the Indian School Road on the south, as said road is now established, referred to in those certain restrictions applying to National City Subdivision # heretofore filed in Book 45, Miscellaneous Records, page 201.

A breach of any of the provision, conditions, restrictions, or covenants hereby established, and a continuance of such breach for a period of 30 days, shall cause the real property upon which such breach occurs to revert to the undersigned or his heirs and personal representatives as owners of the reversionary rights herein provided for, or the owners of such reversionary rights shall have the right to immediate re-entry upon such real property in the event any such breach and a continuance of such breach for a period of 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 owners of the reversionary rights or by the owner of other lot or lots hereinbefore described now owned by the undersigned or by the owner of other lot or lots in said addition with respect to which an instrument in the same general character as this has been executed, but by no other person. A breach of any of the foregoing provisions, conditions, restrictions or covenants, or any reentry 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 thereof or those grantors title thereto is or was acquired by foreclosure, trustee's sale or otherwise. No delay or omission on the part of the undersigned or its successors in interest as owners of the reversionary rights herein provided for, or of the owners of other lots in said National City Subdivision #3 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 its successor in interest for or on account of its 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 restrictions herein which may be unenforceable.

BK 63
MCL

HOME REALTY COMPANY A CORPORATION
BY: L. D. Sanders
President. (CORPORATE SEAL)

ATTEST
Lee J Perry
Secretary.

STATE OF ARIZONA)
COUNTY OF PIMA) SS

This instrument was acknowledged before me this 29th day of April 1938, by L.D. Sanders as president, of HOME REALTY COMPANY, A CORPORATION.

My commission expires (Jan 3, 1942) (NOTARY SEAL) L D Sanders Jr
Notary Public.

STATE OF ARIZONA)
COUNTY OF PIMA) SS

This instrument was acknowledged before me this 29th day of April 1938 By Lee J. Perry, as Secretary of HOME REALTY COMPANY, A CORPORATION.

My commission expires Jan 3, 1942 (NOTARY SEAL) L D Sanders Jr
Notary Public.

Filed and recorded at request of Home Realty Co. May 3 at 12:43 PM 1938

#4408

COMPARED
by *m*
to *x*

Anna Sullinger, County Recorder
By *Marie A. Kelly* Deputy.

RESOLUTION

"BE IT RESOLVED that the officers of this corporation be and they hereby are authorized and empowered in the name of and for and on behalf of and as the act of the corporation, to borrow from Bert S. Butler the sum of \$4000.00, payable in monthly installments of not less than \$50.00 each, the first of which installments shall be due May 22, 1938 and the succeeding installments of not less than \$50.00 shall be payable on the 22nd day of each month thereafter until November 22nd, 1939 when not less than \$150.00 shall be paid, then not less than \$150.00 on the 22nd day of each succeeding month, until April 22nd, 1941, when the then unpaid interest and principal shall become due and payable. Interest at seven per cent per annum. Each payment shall be credited first on the interest then due, and the remainder thereof on the principal sum, and interest shall thereupon cease upon the amount so paid upon the principal sum.

BE IT FURTHER RESOLVED that the President, Concepcion Rebel, as President and Julia M. Rebel as Secretary and Treasurer of this corporation be, and they hereby are authorized and empowered in the name of, and for, and on behalf of, and as the act of the corporation to make, execute and deliver to the said Bert S. Butler, a promissory note of this corporation evidencing the amount so borrowed, securing the payment of said note by mortgage upon the following described real property of this corporation:

That part of Block 49 of the City of Tucson, Pima County, Arizona, according to the official field notes, map and survey made by S. W. Foreman and approved and adopted by the Mayor and Common Council of said City (then Village) of Tucson on June 26, 1872, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plates at page 70 thereof, described as follows, to-wit:

Commencing at a point in the west boundary line of said Block 49 which is 132 feet north of the southwest corner of said block, thence easterly and parallel with the south boundary line of said Block 49 a distance of 184.8 feet to a point; thence northerly and parallel with the west boundary line of said Block 49 for a distance of 66 feet to a point thence westerly and parallel with the south boundary line of said Block 49, for a distance of 184.8 feet to a point on the west boundary line of said Block 49; thence southerly along the west boundary of Block 49 for a distance of 66 feet to the point of beginning.