



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

Recorded by Pima County Recorder's Office in 1940

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.

part, its successors and assigns, all their interest, right, title, claim and demand in and to the following:

(1) Agreement bearing date of November 20, 1937, entered into by and between Kenneth K. Surber and Neta R. Surber, his wife, parties of the first part therein, and Harry N. Schafer and Estella Schafer, his wife, parties of the second part therein, covering the West 100 feet of Lots 9 and 10 in Block 13 of Speedway Addition No. 1 to the City of Tucson, 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 3 of Maps and Plats at Page 95 thereof.

(2) Southern Arizona Bank and Trust Company's escrow No. 7129, which said escrow contains a copy of the agreement mentioned in paragraph numbered (1) of this assignment and a bargain and sale deed from Kenneth K. Surber and wife as vendors to Harry N. Schafer and wife as grantees, conveying the property described in paragraph numbered (1) above.

(3) All moneys due and to become due under that certain agreement mentioned in paragraph numbered (1) of this assignment.

And the said parties of the first part for said consideration do further remise, release and forever quit claim unto the said party of the second part, all of their right, title and interest in and to the real and personal property described in said agreement as above set forth.

And the said parties of the first part hereby make, constitute and appoint the said party of the second part herein their true and lawful attorney, irrevocable in their names or otherwise, but at the proper costs and charges of the said party of the second part, to have, use, and take all lawful ways and means for the recovery of moneys due or to grow due in accordance with the terms of the above described agreement.

It is further agreed that the terms hereof shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

Kenneth K Surber
Neta R. Surber

STATE OF ARIZONA)
COUNTY OF PIMA) ss

This instrument was acknowledged before me this 22nd day of May, A. D. 1940, by Kenneth K. Surber and Neta R. Surber, his wife.

.....
Notary Public

(My commission expires November 22, 1943)

Filed and recorded at request of Southern Arizona Bank & Trust Co. May 22 at 4:47 PM 1940

#6025

COMPARED
Read by C.W.
Read to N.R.

RECORDER'S NOTE:
Above acknowledgment not signed by Notary Public and Notary Seal not affixed.

Anna Sullinger, County Recorder

By Maria A. Kelly Deputy.

MAX

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ANGLE REALTY COMPANY, INCORPORATED, an Arizona Corporation, owner of the following described real property in the County of Pima, State of Arizona, to-wit:

All of Olive Park, a subdivision, according to the official map and plat of said subdivision, recorded in Book 4 of Maps and Plats, at Page 24, in the office of the County Recorder of Pima County, Arizona, and of any and all real property situate within the boundaries of the northeast quarter (NE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 32, Township 13 South, Range 14 East, G. & S. R. E. & M., SUBJECT, however, to right of way for streets, avenues, and alleys heretofore dedicated

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of record to public use, does declare that it has established a general plan for the improvement and development of said property, herein also referred to as the "Tract", and that all lots or parcels therein shall be sold and conveyed by the said Angle Realty Company, Incorporated, subject to the conditions, provisions, restrictions and reservations herein contained and which are for the benefit of each party or parties who shall hereafter own or acquire through purchase or otherwise any portion of 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 all purchasers and/or owners of any portion of said property and their successors in interest in or to said property and each and all of which conditions, provisions, restrictions and reservations are impressed and imposed upon each and every parcel of said property in favor of each and every other parcel thereof, as follows, to-wit:

1- No portion of the property hereinbefore described shall be used for any purpose other than for single family residence purposes, provided however that servant quarters may be constructed at the time the main residence on the same lot or parcel is under construction or subsequent thereto, and may be annexed to the residence or garage, or separate from either, or both.

The main residence on any lot or parcel shall have a combined floor area of not less than Seven Hundred (700) square feet, exclusive of garage and/or porch, and shall have at least one bed room with closet, living room, kitchen and bath room. The construction of buildings in said tract shall be of adobe, with either oiled, painted or stuccoed exterior walls, frame if exterior walls are neatly painted, frame stucco, concrete with painted, bonded or stuccoed exterior walls, or of brick.

2- No part of the hereinbefore described premises shall be sold, conveyed, rented or leased, in whole or in part, to any person of African or Asiatic blood or descent or to any one not of the White or Caucasian race, nor shall any portion of the hereinbefore described premises be used or occupied or permitted to be used or occupied in whole or in part, by any person of Asiatic or African blood or descent or by any persons not of the White or Caucasian race, except such persons as may be employed as domestic servants by an owner or tenant in said tract and domiciled with such owner or tenant.

3- No trailer, basement, tent, shack, garage, barn, or other outbuildings, or any structure of a temporary character, erected in the tract shall be used as a residence nor shall any two-story garage be erected in the tract.

4- No cattle, cows, sheep, hogs, rabbits, poultry, or other livestock shall be kept or maintained upon any lot or parcel in the tract and no noxious or offensive trade or activity shall be carried on upon any lot or parcel in the tract. Nothing herein contained however shall be construed as prohibiting or in any manner interfering with the keeping of an ordinary domestic pet animal as such pet.

5- Each and every residential building shall face the front property line of the lot or parcel on which the same is situated, that is, it shall face the street or avenue upon which said lot fronts. No portion of any building, including porches, constructed on the North one-half (N $\frac{1}{2}$) of Blocks One (1) and Two (2) shall be nearer to the front property line than 20 feet nor shall the front wall or walls of any building constructed thereon be more than 30 feet from said front property line. As to any and all other lots or parcels in said subdivision no portion of any building constructed thereon shall be nearer to the front property line of such lot or parcel than 25 feet, nor shall the front wall or walls of any building constructed thereon be more than 35 feet from said front property line. The minimum size of any lot or parcel of land on which a house may be constructed is and shall be 6500 square feet in area. No portion of any residential building

constructed in said subdivision shall be nearer than 6 feet to the side line of the parcel of land on which the same is constructed.

6- The aforesaid conditions, restrictions and provisions, 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 have been acquired, until January 1, 1960, at which time each and all of said conditions, restrictions and provisions shall be automatically extended for successive periods of ten years each, unless, by a vote of the majority of the then owners of lots and parcels in the tract, it is agreed to change said conditions, restrictions and provisions in whole or in part; except however those restrictions referring to persons of African or Asiatic descent and to persons who are not of the White or Caucasian race, which said excepted restrictions shall continue and remain in full force and effect for a period of 99 years from date hereof.

The aforesaid conditions, restrictions and provisions shall all be covenants running with the land and a breach of any of such covenants may be enjoined, abated, or remedied by appropriate proceedings by the owners of the reversionary rights hereinafter named, or by the owner of any lot or parcel in the tract, but by none other; and if such breach continues for a period of 30 days with the knowledge of the owner or owners of the lot or parcel on which such breach occurs and without such proceedings having been commenced, the owners of such reversionary rights, if they so elect, may declare a forfeiture of the title to the real property on which such breach occurs and such breach and declaration shall cause the title to, and the right of possession of, the real property on which such breach occurs to revert to the said Angle Realty Company, Incorporated, or to its successors or assigns as owners of the reversionary rights herein provided for and the owners of such reversionary rights shall have the unrestricted right of immediate re-entry upon and full possession of said real property on which such breach occurs.

A breach of any of the foregoing conditions, restrictions and provisions, however, or any re-entry of reversion by reason of such breach shall not defeat or render invalid the lien of any mortgage or other lien or deed of trust, made in good faith for value, but such conditions, restrictions and provisions shall nevertheless be binding upon and effective against such mortgage or other lien holder in the event and from the time such mortgage or other lien holder acquires title to the real property on which such breach occurs, whether such title be acquired by foreclosure, trustee's deed, or by other means.

Invalidation of any one of the conditions, restrictions and/or provisions herein contained by judgment or order of Court shall in no way affect any of the other conditions, restrictions and/or provisions herein contained.

IN WITNESS WHEREOF, Angle Realty Company, Incorporated, a corporation, has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this 18th day of May, 1940.

ANGLE REALTY COMPANY, INCORPORATED
By J. W. Angle
J. W. Angle, President

(CORPORATE SEAL)

ATTEST:
B. L. Coutlee
B. L. Coutlee
Secretary

STATE OF ARIZONA)
COUNTY OF PIMA) ss

This instrument was acknowledged before me this 18th day of May, 1940, by J. W. Angle, as President and B. L. Coutlee, as Secretary, respectively, of ANGLE REALTY COMPANY.

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INCORPORATED, a corporation.

(NOTARY SEAL)
My Commission Expires: March 28, 1942.

Maude P. Ackerman
Notary Public.

Filed and recorded at request of Angle Realty Co. May 23 at 11:45 AM 1940

#6039
COMPARED
Read by W
Read to ZH

Anna Sullinger, County Recorder
By Catherine Willis, Deputy

CW

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That the Mortgage executed by LAMAR COTTEN and MARY COTTEN, husband and wife, the parties of the first part therein, to EDITH KITT, a widow, the party of the second part therein, bearing date the 1st day of March, 1939, and recorded in the office of the County Recorder of Pima County, State of Arizona, in Book 134 of Mortgages, at pages 293, on the 2d day of March, 1939, together with the debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of May, 1940.

Signed and Delivered in the Presence of) Edith Kitt
.....

STATE OF ARIZONA, }
County of Pima } ss.

Before me, Richard Drachman, a Notary Public in and for the County of Pima, State of Arizona, on this day personally appeared EDITH KITT, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 18th day of May, A.D. 1940.

(NOTARY SEAL)
(My commission expires April 7, 1941)

Richard Drachman
Notary Public.

Filed and recorded at request of Tucson Title Insurance Co. May 23 at 12:58 PM 1940

#6042
COMPARED
Read by YH
Read to CW

Anna Sullinger, County Recorder
By Catherine Willis, Deputy

CW

CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT, Made this twentieth day of May, 1940 by and between William Schlachtfeld and Anna Schlachtfeld, husband and wife, hereinafter called "the seller", and A. P. Peirce and Adeline Peirce, husband and wife, hereinafter called "the buyer",

WITNESSETH: That in consideration of the mutual covenants herein contained, the seller agrees to sell and convey and the buyer agrees to purchase all that certain property, hereinafter called "said property", situate in the County of Pima, State of Arizona, described as follows, to-wit:

Lot "J" according to the map of "Triplett's Resubdivision of the south One Hundred-Fifty (150) feet of the west half of Lot One (1) of Sunnyside Addition" in the City of Tucson, 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 9 thereof, upon the following terms and conditions:

The purchase price of said property which the buyer agrees to pay is the sum of THIRTY-SEVEN HUNDRED AND NO/100 Dollars, payable as follows:

The sum of \$250.00, in cash, upon the execution and delivery of this contract, receipt of which is hereby acknowledged by the Seller.

The sum of \$2600.00 by paying a certain note and mortgage executed by William Schlachtfeld and Anna Schlachtfeld, husband and wife, in favor of Junius A. Mead, dated November 6, 1939,