



Covenants, Conditions, and Restrictions (CCRs) for RAINBOW ANNEX Recorded by Pima County Recorder's Office in 1940

DISCLAIMER

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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

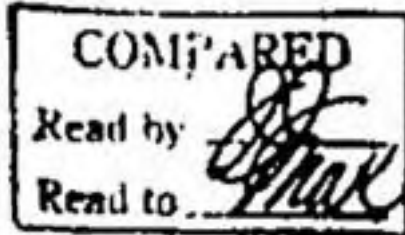
The MRC project tells the story of racist covenants in Tucson. Launched in September 2022, the MRC project explores the geography of racial covenants across Tucson neighborhoods and subdivisions, focusing on those enacted between 1912-1968. Racial covenants were ultimately ruled illegal with the passage 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.

(SEAL)

Belle D. Hall
CLERK.

Filed and recorded at request of C. Wayne Clampitt Mar 10 at 1:38 PM 1941

#3027



Anna Sullinger, County Recorder

By *Catherine Hill*, Deputy

CW

DECLARATION OF ESTABLISHMENT OF
CONDITIONS AND RESTRICTIONS

Applying to
RAINBOW ANNEX ADDITION

to the City of Tucson, County of Pima, State of Arizona, as shown by the map or plat of said addition recorded in the office of the County Recorder of Pima County, Arizona in book 6 of Maps and Plats at page 31 thereof.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned owners of Rainbow Annex Addition, as above described, 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 lots and portions of lots in said Rainbow Annex Addition, 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 and every owner of land in said addition, their heirs, executors, administrators, successors and assigns, shall inure to the benefit of and pass with each and every parcel of land in said Rainbow Annex Addition 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 said Rainbow Annex Addition hereinbefore mentioned 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 hereinafore mentioned Rainbow Annex Addition in favor of each and every other parcel thereof and in favor of each and every parcel of land in said addition owned by others executing instruments of the same general character as this, as follows, to-wit:

All said property shall be used for residential purposes only, except lots fronting on the Indian School Road as now established, which may be used for business or tourist court purposes.

No buildings 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 nor 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 feet from the front property line; nor nearer than six (6) feet to any property line within fifty feet distant from the front property line of said lot, nor nearer than ten (10) feet to the side street of said property, if same is a corner lot. All residences shall face the front property line of streets upon which the lot fronts.

No residence costing less than \$2000.00 shall be built except that garage dwellings or temporary houses may be built provided they are set back not less than one hundred feet from the front property line of the lot upon which they are situated and are not retained on said lot for a longer period of time than one year for residential purposes. All lots and residences may have a garage and the customary outbuildings on the premises and the restriction

previously set out in the paragraph shall not apply to that portion of land set aside hereby for business and tourist court purposes. No animals or birds may be kept on the premises except the ordinary household pets.

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 buildings 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 for the 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 described property, however his title thereto may be acquired, until January 1, 1965, at 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 hereinbefore described property or any owner thereof, except that the restrictions referring to persons of African and Mongolian descent shall be perpetual.

A breach of any of the provisions, conditions, restrictions or covenants hereby established for a period of thirty 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, or the owners of such reversionary rights shall have the right of 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 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 any 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 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. Provided, however, such covenants of the reversionary rights shall not be enforceable against any portion of said property acquired by any mortgagee or owner through foreclosure or by deed in lieu of foreclosure for any violation of the restrictions contained herein, occurring prior to his acquisition of said property.

No delay or omission on the part of the undersigned, or their successors in interest, as the owner of the reversionary rights herein provided for, or of owners of other lots in said Rainbow Annex Addition 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 of said provisions, conditions, restrictions, covenants or reservations or for imposing restrictions herein which may be unenforceable.

IN WITNESS WHEREOF, We, the undersigned, have hereunto set our hands on this 16th day of August, 1940.

MCL BK 772

E. L. Payne
Geo. N. Groves
W. W. Brown
S. M. Thompson
Ernesto Q. Trujillo
George V. Dalrymple
J. G. Lambert
A Brown

Eva A. Payne
Iva Brown
Gertrude Thompson
Elvira O. Trujillo
Leona D. Lambert

STATE OF ARIZONA }
COUNTY OF PIMA } ss.

This instrument was acknowledged before me, a Notary Public, this 16th day of August, 1940.

(NOTARY SEAL)
My commission expires
September 21, 1941.

Nolen L. McLean
Notary Public

Filed and recorded at request of E. L. Payne Mar 10 at 2:58 PM 1941

#3034

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

Anna Sullinger, County Recorder
By *Catherine Hillis*, Deputy

CW

EXTENSION OF MORTGAGE

MEMORANDUM OF AGREEMENT, Between HERBERT R. WOOD and JOHN EVA WOOD, his wife and JOHANNA O'DONNELL

WITNESSETH: Whereas, on the 9th day of MARCH, 1938, HERBERT R. WOOD and JOHN EVA WOOD, his wife executed a certain promissory note for TWO THOUSAND AND NO/100 Dollars, payable MARCH 9th, 1941, and secured by mortgage on the following described real estate, to-wit: That portion of the Northeast Quarter of the Southeast Quarter of Section 22, lying East of the East Bank of the West Branch of the Santa Cruz River; That portion of the Southeast Quarter of the Southeast Quarter of Section 22, lying East of the West bank of the West branch of the Santa Cruz River; The West Half of the West Half of the Southwest Quarter of Section 23; The Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 26; All of said described properties being in Township 14 South of Range 13 E., G. & S. R. B. & M., Pima County, Arizona.

which said mortgage was recorded in the office of the County Recorder of Pima County, Arizona, in Book 129 of Mortgages, pages 161.

AND, WHEREAS, said promissory note has not been paid, and the said JOHANNA O'DONNELL agrees to extend the time of the payment thereof, up to and until the 9th day of MARCH, 1944.

NOW, THEREFORE, in consideration of such extension, the said HERBERT R. WOOD and JOHN EVA WOOD, his wife agree to pay said promissory note, with the specified rate of interest thereon, upon the said 9th day of MARCH, 1944, and if, paid before said date that they will pay to said JOHANNA O'DONNELL the interest in full upon said promissory note at the rate therein specified, up to and including said 9th day of MARCH, 1944.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Tucson, Arizona, this 8th day of March, 1941.

STATE OF ARIZONA,)
County of Pima) ss

Herbert R Wood (Seal)
John Eva Wood (Seal)
Johanna O'Donnell (Seal)

Before me, Harold G. Wilson, a Notary Public in and for the County of Pima, State of Arizona, on this day personally appeared Herbert R. Wood, John Eva Wood and Johanna O'Donnell known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 8th day of March, A.D. 1941.
(NOTARY SEAL)
Harold G. Wilson
(My Commission expires Aug. 22, 1943)
Notary Public.

Filed and recorded at request of H. C. Tovrea Co. Mar 10 at 3:40 PM 1941

#3037

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

Anna Sullinger, County Recorder
By *Catherine Hillis*, Deputy

CW