



Covenants, Conditions, and Restrictions (CCRs) for CASA SOLARIEGA Recorded by Pima County Recorder's Office in 1947

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.

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DECLARATION OF ESTABLISHMENT OF CONDITIONS
AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That C. Howard McCormick and Wilma H. McCormick, his wife, being the owners of all that certain property situated in the County of Pima, State of Arizona, and described as follows:

All of Casa Solariega Addition to the City of Tucson, Pima County, Arizona, according to the map and plat of said addition of record in the office of the County Recorder of Pima County, Arizona, in Book 8 of Maps and Plats at Page 30 thereof,

DO HEREBY CERTIFY AND DECLARE that they have established and do hereby establish a general plan for the improvement and development of said property (SAVE AND EXCEPT Lots 1 to 6 inclusive in Block 4 of said addition, which said lots are to be in no wise affected by this instrument) and do hereby establish the provisions, conditions, restrictions and covenants upon and subject to which all lots and portions of lots in said property (which entire property is herein referred to as "said property") shall be improved or sold and conveyed by them as such owners, each and all of which is, and are, for the benefit of each owner of land in said property or any interest therein, and 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 owners thereof, and are, and each thereof is, imposed upon said property as a servitude in favor of each and every parcel of land therein as the dominant tenement or tenements, as follows, to-wit:

1. No part of 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.

470 2. The said property and the whole thereof, except as provided herein, shall be used for private residence purposes only.

No structure whatever other than one first class, private, one-family residence with the customary out buildings, shall be erected, placed, or maintained on any lot in said property. One lot may be combined with a part of lot or other lot or lots and be construed as one lot within the meaning of these restrictions.

3. No business of any nature shall be conducted on any part of said property, and no building or structure intended for or adapted to business purposes, shall be erected, placed, permitted or maintained on said property or any part thereof. Provided, however, business or multiple dwelling units may be maintained upon Lots 1, 2 and 3 and Lots 34, 35 and 36 all in Block 1.

No bill boards or advertising signs of any character shall be erected, placed, permitted, or maintained on said property, or any part thereof, other than reasonable signs relative to the sale or rent of said property, or portions thereof.

4. No residence placed or erected on said property shall be occupied in any manner while in the course of construction or at any time prior to its being fully completed as herein required. No garage or other out building shall be placed, erected or maintained upon any part of said property except for use in connection with a residence already constructed, or under construction at the time that such garage or other out building is placed or erected upon the property.

5. Any building erected or placed upon any part of said property, and every part thereof, except the front steps and roof projection at the eaves thereof, shall be located not closer than 30 feet to any street upon which the lot upon which the said building is placed or constructed abuts, and shall be located not closer than 8 feet to the adjoining lots on either

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side thereof. Provided, however, any building erected upon lots⁴⁷¹ 1 and 36 in Block 1 shall be located not closer than 20 feet to the easterly property line; and provided further than any building erected upon Lots 1 and 36 in Block 2 and upon Lots 1 and 30 in Block 3 shall be located not closer than 8 feet to the easterly property line; and provided further that any building upon any lot abutting upon North Treat Avenue may be erected not closer than 8 feet to the westerly boundary of any such lot.

6. Any residential dwelling constructed shall contain not less than 750 sq/ ft. of floor space exclusive of porches and shall not exceed one story in height.

7. Residential dwellings may be constructed of brick, tile, cement or other types of masonry or may be frame, but any wooden or frame construction shall have a stuccoed exterior.

8. No cess pools shall be constructed, used or maintained in connection with any residence upon any of the property.

9. No cattle, horses, sheep, hogs or other livestock shall be kept or maintained upon any lot. Nothing in this restriction shall be construed, however, as preventing the keeping of not to exceed 25 fowls or 25 rabbits or ordinary domestic pet animals.

10. An easement upon and over the rear 5 feet of each and every lot in said property is reserved for the use of poles, cross-arms, conduits and wires, electric light, for pipes for gas, water sewers and for installing, repairing and maintaining the same and all parts thereof, and for such other purposes as may be for the benefit of the said property or any part thereof.

11. 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 or any of said property, however his title thereto may be acquired, until January 1, 1972, on which date the said conditions and restrictions and each and

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472 all thereof shall terminate and end and thereafter be of no legal or equitable effect on the said 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 a period of thirty days, shall cause the real property upon which such breach occurs to revert to C. Howard McCormick and Wilma H. McCormick, or to their successors in interest, and ^{the} owners of the 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 each lot owner in 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 legal proceedings by the owners of the reversionary rights, or by the owners of any other lot or lots, 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.

IN WITNESS WHEREOF, C. Howard McCormick and Wilma H. McCormick, his wife, have hereunto set their hands this 12th day of April, 1947.

C. Howard McCormick
Wilma H. McCormick

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STATE OF ARIZONA)
COUNTY OF PIMA) ss.

On this the 6th day of April, 1947, before me GAYNOR K. STOVER, personally appeared C. Howard McCormick and Wilma H. McCormick, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Gaynor K. Stover
Notary Public



My commission expires:
April 16th, 1948.

Incl.

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No. 12907
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INDEX	COMPARED	COPIED	BLOTTED
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STATE OF ARIZONA)
COUNTY OF PIMA) ss.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR RECORD AT REQUEST OF
C. Howard McCormick

APR 25 10 57 AM 1947
A.D. 19
MICHAEL LANNING

BOOK 116
PAGE 4696423

WITNESS BY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN.

ANNA SULLINGER, COUNTY RECORDER
BY *M. G. Merrill*
DEPUTY.

2607 North Country Club Lane