

# Covenants, Conditions, and Restrictions (CCRs) for SAN CARLOS ADDITION

Recorded by Pima County Recorder's Office in 1946

#### **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 Wlock / mumber forty-dever (4%) and also lots mumber Eighteen (18) and Wineteen (19) in Block Tumber Chirty four (34) of the surface of mind of mining claim number O'hree (3) in Quijotea mining Destrict as per plat and survey made by Leorge y. Overkruge in August 1883 and decorded in Recorder's Office of Pina County Territory of arison Ofogether with all and singular the tenements, hereditaments and appartenances thereinto belonging or in anywise appartaining, and the preversion and reversions, remainder and remainders, rente issues and profits thereof Do Advidend to Hold, all and durantar the said premises together with the uppurtenancis, unto the said party of the second part, and to her heirs and usigns, forever On Witness Whereof, the Said party of the first part has hereinto set his hand and sent the day and year first above arithm Digned, bealed and Delivered in the Orennes of Heram W. Venner ( and Urizona Cerritory Country of Olma.) One this 25 days of Ofebruary a.D. one thousand eight hundred and Eighty six personally appeared before me, ON N. Orengenson a Notary Outlie for said County duly appointed, Commissioned and sworm, and residency in Orican in said Country, Heram W. Clenner, whose mane is subscribed to the annexed instrument as a horty thereto fersontly horas to morto de the same person described in and wife excepted the said accounted Instrument as pr darly thereto and who duly and hersonally acknowledged to me land he executed the same frocky and relienterity and for the way and purposes therein mentioned . In Witness Whereof . There hereants set may hand and affected one official seal the day and year in this certificates (Jest - C. N. Nordeston first above willen Molary Carrie Tild in Decorded at somet of 6.6. Thatherin 1 " Warch a D, 1886, at 9 a. M. Cohendy Germaler

Filed and recorded at request of The Tuoson Gas, Electric Light & Power Co. Oct 7 at 2:36 PM 1946
#27181 COMPARED Anna Sullinger, County Recorder,

Read by LM

By Josephine Benton, Deputy

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That C. M. Nielsen, hereinafter called the Owner, is the owner in fee simple of that certain tract of land known and referred to as San Carlos Addition, Pima County, Arizona, as shown on the map or plat thereof recorded in Book 7 of Maps and Plats at page 75 in the Pima County Recorder's office, and

That the Owner does hereby establish a general plan for the improvement, development, owner-ship, use and sale of said property, and each and every part thereof, and does hereby establish the manner, conditions and covenants upon and subject to which said property, and each and every block and lot shown on said map above referred to, shall be used, owned, sold and conveyed, and

That the Owner does declare that henceforth said property shall be used, owned, sold and conveyed subject to the restrictions, conditions and covenants herein set forth, which shall bind the present Owner, his heirs, administrators, executors and assigns, and the successors in interest of said blocks and lots, all of which shall constitute a servitude in favor of each and every block and lot in said property.

The restrictions, conditions, covenants and reservations which apply to said San Carlos Additions are as follows:

- 1. Said property and the whole thereof shall be used for private residential purposes only.
- 2. 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 pruposes. 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.
- 3. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said property; and no oil, natural gas, petroleum, asphaltum or hydrocarbon products or substances shall be produced or extracted therefrom; and no wells shall be bored or dug for water, except by the Owner, or by a company or person authorized to supply water for all residences in said subdivision.
- 4. No residence placed or erected on said property shall be occupied in any mamer while in the course of construction, or at any time prior to its being fully completed as herein required.

  No garage, guest house or other out-building erected on said property shall be used for any purpose except in connection with the residence already constructed thereon, and shall never be used as a temporary or permanent residence. Any such garage, guest house or other our-building shall be constructed of material and of such a design as to be in keeping architecturally with the main residence on said property. No trailers, tents, shacks or tin buildings of any kind shall ever be placed, erected or maintained upon any part of said property.

  5. No cattle, sheep, hogs, horses, rabbits, poultry or other livestock shall be kept or main-
- 5. No cattle, sheep, hogs, horses, rabbits, poultry or other livestock shall be kept or maintained upon said property or any part thereof. This paragraph shall not be construed, how-ver, as prohibiting or in any manner interfering with the keeping of ordinary domestic pet animals upon said property.
- 6. 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. No part of said property shall be used, or occupied, or permitted to be used or occupied in whole or in part, by any person of African or Asiatic descent, or by any person not of the White or Caucasian race, except such persons as may be employed thereon as domestic servants

by the owners or tenants of any lots in said property.

- 7. No structure whatever other than one first class, one story, private, one-family residence with the customary out-buildings, shall be erected, placed, or maintained on any lot in said property, provided, however, that Lotsl, 3, 10 and 12 in Block 1, Lots 1 and 3 in Block 2, Lots 1, 5 and 8 in Block 3, Lots 1, 6, 7 and 12 in Block 4 and Lotsl, 11 and 14 in Block 5, may, at the option of the owner or owners thereof, be re-subdivided into two lots only, and the resubdivisons shall be considered as lots for the purpose of this paragraph. An ownership or single holding comprising all of one lot and parts of one or more lots adjacent thereto, shall, for the purposes of this paragraph, be deemed as constituting a single lot.
- 8. Sewage disposal on said Addition shall be by septic tank systems only, which shall not be located closer than thirty feet to any lot line, a "lot" for this purposes being defined as in paragraph "7" above, nor closer than 75 feet to the South property line of said Addition.
- 9. No building shall be located on any inside lot as defined in "7" above nearer than thirty feet to the front lot line, nor nearer than six feet to any side lot line, except that buildings on side lots facing Goyette Avenue may be not less than twenty-five feet from the front lot line. No building shall be located on any corner lot as defined in "7" above nearer than thirty feet to the front line of said corner lot, nor nearer than thirty feet to the side line of said corner lot, except that building on corner lots on Goyette Avenue may be not less than twenty-five feet from the front lot line and not less than twenty-five feet from the side line.
- 10. An easement is reserved, as indicated on the recorded map and plat of said subdivision, over many of the lots in said subdivision for erection and maintenance of vater, gas, electric, sewer, telephone and other public utility lines. The Owner, his heirs, executors, administrators or assigns shall be entitled to enter upon said premises at any time in connection with the furtherance of any such use.
- 11. All provisions herein shall be binding on all lots and parcels of real estate and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty days from and after the date that the Owner or other property owner in said Addition shall have notified in writing the owner or lessee in possession of the lot upon which said breach has been committed to refrain from a continuance of such action and to correct such breach, and a failure to do so shall warmant the Owner, or other lot owner in said Addition to apply to any court of lew or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief is granted the Court may in its discretion award to the plaintiff in such action his reasonable expenses in prosecuting such quit, including attorney's fees.
- 12. Any breach of any of the conditions, restrictions, covenants or reservations herein contained shall not defeat or render invalid the lien of any mortgage, contract or deed of trust made in good faith for value as to any lot or lots in said Addition, but the provisions, conditions, restrictions and covenants shall be binding upon and effective against such mortgages or other person whose title thereto or the title of whose grantor thereto is or was acquired by foreclousure, judicial sale, termination of contract, trustee's sale or otherwise.
- 13. In the event that any one or more of the conditions, restrictions, covenants and reservations herein contained shall be declared to be null and void, the remainder thereof shall be unimpaired and in full force and effect.
- 14. These restrictions, conditions, covenants and reservations shall run with the land and continue and remain in full force and effect at all times and against all persons for twenty-five years from the date hereof, at which time they shall be automatically extended for a period of ten years, and thereafter in successive ten year periods, unless on or before the end of one of such extension periods the owner or owners of a majority of the lots in said Addition shall by written instrument duly recorded declare a termination of the same.

15. No residence, exclusive of its garage and other auxiliary buildings shall be erected on any lot, unless it shall cost to erect, and when erected be fairly worth, at least the following sums of money, and the main structure (exclusive of open porches and garages) shall contain not less than the following ground areas, to-wit: THUOMA AREA Lots 1,5,6,7,8,3,10,11, 1500 taq. ft. 12 in Block 1 \$7,500.00

Lots 1 and 12 in Block 4.

Lots 1, 2, 3, 4, 5, 6, in

1200 sq. ft. Lots 2, 3, 4, in Block 1 \$5,000.00

Lots 1, 2, 3, 4, 5, 6, 7, 8 in

Lots 15 through 22 in Block 5

Lots 2 through 11 in Block 4 Lots 7 through 14 in Block 5 All of Block .2

Lots 9 through 16 in Block 3 1000° sq. ft. \$4,000.00

IN WITNESS WHEREOF the Owner has bereunto set his hand at Tucson, Arizona this 30th day of August, 1946.

Bl Paso, Texas STATE OF 88. COUNTY OF PIMA

C M Nielsen

This instrument was acknowledged before me this this 30th day of August, 1946 by C. M. Nielsen.

(NOTARY SEAL)

Amelia Vela Notary Public in and for El Paso County, Texas

My commission expires:

June 1, 1947

Filed and recorded at request of Tucson Title Insurance Co. Oct 11 at 2:05 PM 1946

#27652

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COMPARED Read by R. A Kead to

Anna Sullinger, County Recorder.

By Gret here Benton, Deputy.

214T Rev. 5-42

RIGHT-OF-WAY EASEMENT

THIS INDENTRE, made this 30th day of September, 1946, by and between M. L. Mellor & Bernice Ellen Mellor, his wife and W. L. Mortenson & Rose Catherine Mortenson, his wife, parties of the first part, and THE TUCSON GAS, ELECTRIC LIGHT AND POWER COMPANY, a corporation, party of the second part:

WITNESSETH: That the parties of the first part, for and in consideration of the sum of \$1.00. lawful money, and other valuable considerations, receipt whereof is hereby acknowledged, have granted and conveyed and by these presents do grant and convey unto the said party of the second part, its successors and assigns, a right-of-way or easement in, on, through, over and across : the following described lands for the purpose of constructing, operating and maintaining an electrio transmission or distribution line or system thereon:

Within 10' west of and along the east boundary line, of Lot 1, Block G, Hedrick Apreage, Tract #3, being a subdivision of NEt, NEt & the Wt, NEt Sec 31, Tl3S, R14B, C. & S. R. B. & M.

Said second party is hereby granted the right and privilege to own; construct, operate and maintain said electric line or system in, on, through, over and across said real estate with all poles, cross arms, cables, wires, guys, supports, fixtures, anchors, stays and devides used or useful in the construction or operation of said line, to permit the attachment of wires and fixtures of any other company, and to do all other matters and things convenient or expedient in the construction or operation of an electric line, to construct and maintain telephone circuit. to enter upon said premises at all times, to survey, construct, repair, operate, control and use said lines, to remove objects or obstacles thereform, to trim trees or other growths interfering or dangerous to the operation of said line, or to remove the whole or any part of said line at

waster the market and the state of the state

## BARGAIN AND SALE DEED

THIS INDENTURE, made the 14th day of April, in the year of our Lord, One Thousand Nine Hundred and Forty-three, between HELENA J. COWPERTHWAIT, wife of Arthur N. Cowperthwait, in her own sole and separate right, party of the first part, and C M. NIELSEN and FRIDA NIELSEN, his wife, parties of the second part.

WITNESSETH

That the said party of the first part, for and in consideration of the sum of Ten Dollars, legal tender of the United States of America, to her in hand paid by the said parties of the second part, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does by these presents bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all those certain lots, pieces, or parcels of land, situate, lying and being in the County of Pima, State of Arizona, and bounded and described as follows, to-wit:

The Southeast Quarter of the Northwest Quarter of the Southeast Quarter; the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter; and the North Half of the Southeast Quarter of the Southeast Quarter; all in Section 34, Township 13 South, Range 14 East, G. & S. R. B. & M., Pima County, Arizona.

This conveyance is made subject to the following restrictions and conditions:

No septic tank on said property shall be located within 75 feet of the south property line of said property. No cesspool shall be located anywhere upon said property.

Said property shall be used only for residence purposes but so long as any building constructed upon said real property is residential in form the taking of paying guests or the conducting of a private school by any occupant of any building constructed on said real property shall not be deemed or taken to be a breach of this restriction.

No stable, corral or chicken yard on said property shall be located within 100 feet of the south property line of the hereinbefore described premises. Only such horses and fowls shall be kept upon said real property as may be required for the use of persons residing on said real property. No pigs are to be kept or maintained on said real property.

No part of said real property shall be leased, sold, conveyed or otherwise disposed of to any person other than of the White or Caucasian race.

No building shall be constructed upon the North Half of the Southeast Quarter of the Southeast Quarter of said Section 34 to be occupied as a residence to cost less than \$5000.00.

All of the foregoing covenants, restrictions and conditions shall be and remain in full force and effect until January 1, 1980, at which time they and each of them shall lapse, become null and void, and of no further force or effect, save and except the restriction against the leasing, selling conveying or otherwise disposing of said real property to any person other than of the White or Caucasian race, which restriction shall be perpetual.

And subject, also, to existing fence which encreaches upon the Northeast Quarter of the Southwest Quarter of the Southeast Quarter and the North Half of the Southeast Quarter of the Southeast Quarter of and Southeast Quarter of any persons other than seller by reason thereof.

And Subject, also, to restrictions in State or Federal patents, existing roads, and to taxes for the year 1943.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof; and, also, all the estate, right, title, interest, claim of homestead, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above described premises, together with the appurtenances and privileges thereunto incident, unto the said parties of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has herewate set her hand and seal the day and year first above written.

Helena J. Cowperthwait (SEAL)

COUNTY OF PIMA

This instrument was acknowledged before me this lat day of April, 1943, by Helena J. Cowperthwait, wife of Arthur N. Cowperthwait.

My commission expires 3/3/44

(NOTARY SEAL)

C. A. Dougherty Notary Public, Pima County, Arizona

(\$5.50 U.S.I.R.Stamps affixed and cancelled)

Filed and recorded at request of Arthur Henderson, Feb 27, 11:26 AM, 1946

#5402

Read by SARS

Anna Sullinger, County Recorder

By Jenne W Burney Deputy

JWB

DEED

For the consideration of TEN and No/100 Dollars, lawful currency of the United States of America, and other valuable considerations, the receipt whereof is hereby acknowledged, Ixixar we) DOUGLAS S. HOLSCLAW and ALICE Y. HOLSCLAW, husband and wife, do hereby CONVEY unto PAUL C. SCHRADER and MARJORIE E. SCHRADER, husband and wife, the following real property in the County of Pima, State of Arizona, to-wit:

All that portion of Lots 5,6,7 and 8 and 18 in Block 25 of Buell's Addition to the City of Tucson, Pima County, Arizona, according to the map or plat of said Addition, of record in the office of the County Recorder of Pima County, Arizona, in Book 1 of Maps and Plats at page 4 thereof, more particularly described as follows:

Commencing at a point in the east boundary line of said Block 25, distant 245 feet southerly from the northeast corner of said Block, thence southerly along the east boundary line of said Block, a distance of 50 feet to a point, thence westerly and parallel with the south boundary line of said block, a distance of 180 feet to a point; thence northerly and parallel with the east boundary line of said Block, a distance of 50 feet to a point; thence easterly and parallel with the south boundary line of said Block, a distance of 180 feet to the place of beginning, together with the household furnishings and equipment contained in the improvements located thereon.

- 1. Subject to taxes for 1944 and subsequent years;
- 2. Subject to Seventh and Eight Streets Paving Assessment No. 201 in the original amount of \$81.45, showing an unpaid balance of \$32.55; and
- 3. Subject to \$3,500.00, three year, 1st Realty and Chattel Mortgage dated April 23, 1943, made by Douglas S. Holsclaw and Alice Y. Holsclaw, his wife, being of record in the office of the County Recorder of Pima County, Arizona, in Book 156 of Realty Mortgages at page 347, which mortgage the grantee's herein, hereby assume and agree to fully discharge, and
- 4. Subject to easement of record in Book 68 of Miscellaneous Records at page 269, in the office of the County Recorder of Pima, Arizona.

(\$1.25 U.S.I.R.Stamps affixed and cancelled)

IN WITNESS WHEREOF, IXIME we) have hereunto subscribed MXXIME our) name this .. day of September, 1944

Douglas S. Holsclaw

Alice Y. Holsolaw

STATE OF ARIZONA, )
County of Pima )

This instrument was acknowledged before me this 15th day of September, 1944 by

DECLARATION OF TERMINATION OF RESTRICTIONS AS TO LOT 21, BLOCK 5

We, the undersigned, being owners of lots in San Carlos Addition, a subdivision of Pima County, Arizona, as shown on the plat thereof recorded in Book 7 of Maps and Plats at page 75, Pima County Records, do hereby declare a termination of the Declaration of Establishment of Conditions and Restrictions as to Lot 21, Block 5 of San Carlos Addition, recorded on October 11, 1946, in Docket Book 103 at page 72 thereof.

Address

Sani Lichte 2616 N. Denico Lot4

Jany Liette 2616 N. Denico Lot4

Jany Liette 2616 N. Venice

Address

Address

2644 N. Boyette Lot 10

Hollis Kembel 2632 N. Boyette Lot 12

Camby Edudge 2621 N. Jan Carlos Petoto

Chilenese 4455 & San Carlos Petoto

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Address Unia & Friedman SAN CAKLOS 2136 N. Venice An Lith3 Phit's 4625 E. San Cerlos Pl Vol 10 4625 E. San Cerlos DO. Bloth

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-6005\*\*\*-548

Address 2550 M. Eknice 4534 E. SAN CARLOS PL(M) 4534 E JAN CARLOS P

6719 mai . 368

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Name SENTELDEAUP 2621 N. SWAN Lot 1 Block 1. Lace Feldkamp KAREN FELDKAMP 2621 N. Swan 25 52 N. Venice Lot 8 Bld 1 540 E. SON CARLOS PL.S. 45 20 Jan Carles Pl 6+8 Blody

4522 E San Gallor Pl. loge T. Brandt 4522 E. San Carlos Pl. Katherine G. Tines 24,210 San Colde, 71

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STATE OF ARIZONA)				
COUNTY OF PIMA ) ss.				
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Address

Name

STATE OF ARIZONA)

COUNTY OF PIMA )

The foregoing instrument was acknowledged before me this 31 day of August, 1981, by Jeani Lichte, Gary Lichte, Adeline Mc Avenia, Hollis Kembel, Emmett D. Holt, Carolyn Eldridge, Artie Higuera, Gloria B. Friedman, Wayne V. Friedman, Thomas R. Cox, Tressa M. Cox, Maxine W. Peirce, H. Wesley Peirce, Jeffrey H. Schwartz, Alice Dance, Don G. Dively, G. Martin Billings, JoAnn Billings, R. Anderson, Alice M. Anderson, Joseph P. Banner, Agnes A. Banner, Flossie H. McCoy, Karl Lorenz, Sandra J. Lorenz, Ron Baker, Bill Allen, Mary Allen, Joseph Campbell, Ruth Campbell, Jeffrey W. Hanes, Cynthia Hanes, Martin R. Hasler, Lori Conzole, Ben Feldkamp, Karen Feldkamp, Placida M. Leahy, F. R. Salemme, Donald L. Richardson, Marie J. Marum, Andrew B. Marum, Mary E. Murray, Amy Morrissey, John J. Morrissey, Judy Sue Roads, Jerome N. Brandt,

Aloyse T. Brandt, Casablanca Development Inc. by Fred E. Hintz.

Notary Public

My Commission Expires: Man

STATE OF ARIZONA)

COUNTY OF PIMA )

The foregoing instrument was acknowledged before me this day of November, 1981, by Genevieve H. Jasper, James E. Bouley, Eleanor E. Bouley, Katherine G. Knez, Anne Blake, Gayle W. Nielsen, Ella Mehring, John M. Davis, Grant Cole, T. W. Klein.

Deputy

Marie Public

My Commission Expires:

STATE OF ARIZONA SS.

Witness my hand and Official Seal.

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