



Covenants, Conditions, and Restrictions (CCRs) for JEFFERSON PARK ADDITION

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Covenants, Conditions, and Restrictions (CCRs) for JEFFERSON PARK ADDITION

Recorded by Pima County Recorder's Office in 1926

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.

scripts therefrom.

Witness my hand and Seal of said Court affixed this 10th day of Dec. 1926.

By _____ Deputy.

(SEAL)

O. G. Failor, Clerk

Filed and recorded at request of John G. Haynes, Dec. 10 A. D. 1926 at 11-30 A. M.

Carroll Hudson, County Recorder,

By L. M. Haynes Deputy.

DECLARATION OF ESTABLISHMENT OF CONDITIONS & RESTRICTIONS.

KNOW ALL MEN BY THESE PRESENTS:

That Haskell Cohen, a single man and resident of Tucson, Pima County, Arizona, being the owner of the following described real property in the County of Pima, State of Arizona, to-wit:

All of Jefferson Park Addition to the City of Tucson, Pima County, Arizona, according to the Map of said Addition filed in the office of the County Recorder of said Pima County in Book 4 of Maps and Plats on Page 17 thereof, excepting Blocks 49 to 48 inclusive, does declare that he has established a general plan for the improvement and development of said property, and that all lots or parts of lots therein shall be sold and conveyed by said Haskell Cohen, or his authorized agent, subject to the conditions, provisions, restrictions and covenants hereinafter contained, and which are for the benefit of each person who shall hereafter purchase any portion of said described 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 all purchasers of any portion or portions of said property and their successors in interest in or to said property, and each and all of which provisions, conditions, restrictions and covenants 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 residence purposes, and no store, storerooms, apartment houses, flats, boarding houses, gas or oil service stations, public garages, billboards, shops or buildings of like nature, shall be erected or maintained upon any portion of said premises except upon and within the following Blocks:

Blocks one (1); Forty nine (49); Fifty (50) and Fifty one (51) Nothing, however, contained in this paragraph shall be construed to prevent the erection and use of the out-buildings necessary and incident to private residences.

2. All residences shall face the front property line of Street or Avenue upon which the lot fronts and shall set back at least thirty feet from the front property line.

3. 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 person not of the white or Caucasian race, except such persons as may be employed as domestic servants by the owner or tenant of said property.

4. No part of the hereinbefore property, nor any building thereon, shall be used, in whole or in part, directly or indirectly, for the sale, or for the manufacture for sale as a beverage of intoxicating liquor of any kind.

5. All residences constructed upon the hereinbefore described property and facing the following streets or avenues:

Lester, Linden, Waverly and Seneca Streets and Campbell Avenue between Lester and

Seneca Streets

shall cost not less than \$4000.00 to construct; and all residences constructed on lots facing the following Streets or Avenues: Hampton, Edison, North and Spring Streets and Campbell Avenue between Seneca and Spring Streets, shall cost not less than \$3500.00 to construct; and all residences constructed on lots facing the following Streets or Avenues: Water, Silver and Copper Streets and Campbell Avenue between Spring and Copper Streets; shall cost not less than \$2500.00 to construct. All plans for any building to be erected on any part of the hereinbefore described property shall be subject to the inspection and approval of an architect appointed by Haskell Cohen or his authorized agent; and all according to the Building Code of the City of Tucson.

The aforesaid restrictions and conditions and each 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 be acquired until the year 1940, when 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 said hereinbefore described property or any owner thereof.

A breach of any of the provisions, conditions, restrictions and covenances hereby established shall cause the real property upon which such breach occurs, with all improvements thereon, to revert to Haskell Cohen, or to his successors in interest as owner of the reversionary rights herein provided for, and the owner of such reversionary rights ~~herein provided for, and the owner of such reversionary rights~~ shall have the right of immediate re-entry upon such property, with improvements, in the event of any such breach, and sole possession and ownership thereof, and as to each such owner of property embraced within the property hereinbefore described the said provisions, conditions, restrictions and covenants shall be covenants running with the land and the breach or attempted breach of any thereof, or the continuances of any such breach thereof, may be enjoined, abated or remedied by appropriate proceedings by the owner of said reversionary rights, as cumulative remedy, and without waiver of right to re-entry, possession and sole ownership, or such cumulative remedies or any other legal remedy may be exercised by the owner of any portion of the hereinbefore described property, but by no other person.

Provided, however, that a breach of any of the foregoing provisions, conditions, restrictions or covenants, or any re-entry by reason of such breach, shall not render invalid the lien of any mortgage or deed of trust therefore made in good faith for value as to any portion of the hereinbefore described property, by such provisions, conditions, restrictions and covenants shall at all times apply to the owners of the title of any of said property, and shall at once attach and be binding upon and effective against any purchaser or purchasers upon foreclosure or other enforcement or otherwise, and their grantees.

No delay or omission on the part of Haskell Cohen, his successors in interest as owner of the reversionary rights herein provided for, or the owners of other portions of said property hereinbefore described, in exercising any rights, power or remedy herein provided for in the event of any breach of the conditions, restrictions, provisions, 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 Haskell Cohen or his successors in interest for or on account of his 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 conditions and restrictions herein which may be un-enforceable by the said Haskell Cohen.

M C L B K 2 9

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 10th day of December, A. D. 1926.

Haskell Cohen

STATE OF ARIZONA }
County of Pima, } ss.

This instrument was acknowledged before me this 10th day of December 1926 by Haskell Cohen, a single man.

My commission expires Aug. 20th, 1927

(NOTARY SEAL)

A. P. Borrego, Notary Public

Filed and recorded at request of R. G. Brady Dec. 10 A. D. 1926 at 1-15 P. M.

Carroll Hudson, County Recorder,

By E. M. Hansen Deputy.

AFFIDAVIT

STATE OF ARIZONA }
COUNTY OF PIMA } ss

Before me J. J. O'Dowd, a Notary Public, in and for the County of Pima, State of Arizona, personally appeared JOHN M. McBRIDE, and makes affidavit as follows:

That he was personally acquainted with DOLORES WALTEMATH, during her lifetime, and with ELVIRA W. KENGLA and FRANCIS R. ALLEN, her daughters, who are living:

That in conversation this day with ELVIRA W. KENGLA, she states that her father's name was JOHN HENRY C. WALTEMATH; that he died about the year 1890; that his only heirs were DOLORES WALTEMATH, his widow, ELVIRA W. KENGLA and FRANCIS R. ALLEN, his daughters; that when she and FRANCIS R. ALLEN executed a Quit Claim Deed dated March 18, 1916, for

Lot 7 in Block 60 of the City of Tucson, Pima County, Arizona, to ELVIRA ANDERSON, the statement that they were the only heirs of A. H. WALTEMATH, was simply a typographical error. The deed intended to recite that they were the only heirs of J. H. WALTEMATH, which is the name by which their father, JOHN HENRY C. WALTEMATH, was commonly known.

FURTHER DEPONENT SAYETH NOT.

John M. McBride

SUBSCRIBED AND SWORN to before me this 10th day of DECEMBER, A. D., 1926, by JOHN M. McBRIDE.

My commission expires Aug. 23 A. D. 1928

(NOTARY SEAL)

J. J. O'Dowd, Notary Public

Filed and recorded at request of Tucson Title Insurance Co. Dec. 10 A. D. 1926 at 4-37 P.M.

Carroll Hudson, County Recorder,

By E. M. Hansen Deputy.

AFFIDAVIT

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss

TENNEY D. WILLIAMS, having been by me first duly sworn, upon his oath deposes and says: That he is a citizen of the United States, over the age of 21 years, and now a resident of Los Angeles County, State of California;

That he is the identical person who acquired title to Lot 18 in Block 2 of the City of Tucson, Pima County, Arizona, by deed dated May 18, 1910, and recorded in the office of the County Recorder of Pima County, Arizona, in Book 49 of Deeds of said State, at page 525 thereof;

(CORPORATE SEAL)

STATE MUTUAL BUILDING AND LOAN ASSOCIATION
(A corporation)By G. H. Wade
W.S. Its President.By W. R. Gibbon
Its Secretary.STATE OF CALIFORNIA,)
County of Los Angeles) ss.

On this 29th day of September in the year one thousand nine hundred and Thirty-six before me IRENE EVERTS a Notary Public, in and for the County of Los Angeles, State of California, on this day personally appeared G. 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 consideration therein expressed.

Given under my hand and seal of office this 29th day of September, 1936.

Irene Everts
Notary Public

(NOTARY SEAL)

My commission expires June 10, 1939

Filed and recorded at request of Ida Flood Dodge Nov. 27 at 11:40 AM 1936.

#19281

COMPARED
Read by <i>J</i>
Read to _____

Anna Sullinger, County Recorder

By *Maria A. Kelly*, DeputyDECLARATION OF ESTABLISHMENT
OF ADDITIONAL CONDITIONS AND
RESTRICTIONS.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Columbia Cattle Company, a corporation organized and existing under and by virtue of the laws of the State of Arizona, is now the owner in fee simple of certain real property hereinafter described and located in Jefferson Park Addition to the City of Tucson, Pima County, Arizona; and

WHEREAS, said property hereinafter described, prior to the time that the title to the same was acquired by said Columbia Cattle Company, a corporation, was owned in fee simple by Haskell Cohen, a single man, who, on December 10, 1926, made, executed, acknowledged, and delivered a certain instrument in writing known as "Declaration of Establishment of Conditions and Restrictions", whereby a general plan was established by the said Haskell Cohen for the improvement and development of said property hereinafter described, and the use, occupancy and enjoyment of said property was restricted as therein stated, which Declaration of Establishment of Conditions and Restrictions was duly recorded in the office of the County Recorder of Pima County, Arizona, on December 10, 1926, in Book 29 of Miscellaneous Records, at page 26 thereof, reference to the same being hereby specifically made; and

WHEREAS, said Columbia Cattle Company, a corporation, has determined and by these presents does determine that it is for the benefit of all of said property hereinafter described to amend, enlarge, and extend said Declaration of Establishment of Conditions and Restrictions in the manner hereinafter set forth:

NOW THEREFORE, the said Columbia Cattle Company, a corporation, for the further improvement and development of the property hereinafter described, does by these presents amend, enlarge, and extend said Declaration of Establishment of Conditions and Restrictions by the following amendments thereto:

(a) Any main residence building erected or placed upon any of said lots, shall be erected or placed at least six feet from any lot line on the side. Any ownership or single holding comprising part of two adjoining lots, or all of one lot and part or parts of one or more adjacent lots shall be construed as one lot within the meaning of the word "lot", as used herein.

(b) All buildings erected or maintained upon any of said lots hereinafter described shall be built either of finished brick, painted brick, concrete, or stone; or if not, the exterior of such buildings must be plastered or stuccoed.

(c) All plans for any building to be erected on any part of the hereinafter described property shall be subject to the inspection and approval of Columbia Cattle Company, a corporation, or its authorized agent, and all according to the Building Code of the City of Tucson, Arizona.

The said Columbia Cattle Company, a corporation, does hereby expressly declare that the amendment of said Declaration of Establishment of Conditions and Restrictions, dated December 10, 1926, as herein provided, is according to a general plan for the improvement and development of said property, and is for the benefit of each person who shall hereafter purchase any portion of said property hereafter described, or any interest therein, and said restrictions, as amended herein, shall enure to and pass with each and every parcel of said property, and shall apply to and bind all purchasers of any portion or portions of such property, and their successors in interest in and to the same, and each and all of said provisions, conditions, restrictions and covenants herein contained are impressed and imposed upon each and every parcel of the property hereinafter described in favor of each and every other parcel thereof, and shall be considered at all times covenants running with said land hereinafter described.

That the real property included herein, and to which these amended conditions and restrictions shall apply, is described, as follows, to-wit:

Lot No.	Block No.
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10	1
11	1
12	1
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5	3
6	3
7	3

Lot No.	Block No.
8	3
9	3
10	3
12	3
1	4
2	4
3	4
4	4
5	4
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10	4
11	4
12	4
13	4
14	4
15	4
16	4
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W $\frac{1}{2}$ of 5	5
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Lot No.

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Lot No.	Block No.
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4	34
5	34
6	34
7	34
8	34
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12	34
14	34
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Wt of 15

All of the above described property being situate in Jefferson Park Addition to the City of Tucson, Pima County, Arizona, according to the map and plat of said addition filed and recorded in the office of the County Recorder of Pima County, Arizona, in Book 4 of Maps and Plats, at page 17 thereof.

Nothing herein contained shall be construed as changing or modifying any of said restrictions, as set forth in said "Declaration of Establishment of Conditions and Restrictions", dated December 10, 1926, except as herein specifically set forth and provided.

IN WITNESS WHEREOF, Columbia Cattle Company, a corporation, has caused these presents to be executed by its duly authorized officers this the 12th day of November, 1936.

(CORPORATE SEAL)
 ATTEST:
 Berenice D. Brady
 Secretary

COLUMBIA CATTLE COMPANY,
 By Arthur R Brady, President

STATE OF ARIZONA }
COUNTY OF PIMA } SS:

The foregoing instrument was acknowledged before me this the 20th day of November, 1936, by ARTHUR R. BRADY, as President, and BERENEICE D. BRADY, as Secretary of COLUMBIA CATTLE COMPANY, a corporation, and for and on behalf of said corporation and as the act and deed thereof.

(NOTARY SEAL)

H. B. Mueller
Notary Public

My commission expires:
Nov. 18, 1937.

Filed and recorded at request of Mathews & Bilby Nov 28 at 9:41 AM 1936

#19386

COMPARED
Read by 2
Read to 4

Anna Sullinger, County Recorder
By Nancy Hustman, Deputy

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That LILLIAN G. GALLIE, a widow, of the County of Pima State of Arizona, for and in consideration of the sum of TWO HUNDRED FIFTY AND NO/100 (\$250.00) Dollars, to her in hand paid, the receipt whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto BEN B. MATHEWS and RALPH W. BILBY, of the County of Pima and State of Arizona, all her right, title and interest of whatever nature, of, in and to the following described tract of land, situate, lying and being in the County of Pima, State of Arizona, to-wit:

Lots Five and Six (5 and 6) in Block Two (2); Lots Four and Twelve (4 and 12) in Block Five (5), and Lot One (1) in Block Six (6) of Broadway Manor, an addition to the City of Tucson, Pima County, Arizona, according to the map and plat of said addition filed in the office of the County Recorder Pima County, Arizona, in Book 6 of Maps and Plats, at page 55 thereof.

It being the intention hereof to fully release and discharge the said above described property from all lien of a certain mortgage bearing date the 30th day of September, 1927, executed by Ben B. Mathews and Marie S. Mathews, his wife, and Ralph W. Bilby and Marguerite M. Bilby, his wife, to Lillian G. Gallie, a widow, and recorded in the office of the Recorder of Pima County, Arizona, in Book 77 of Mortgages, page 263 and ...

It being the further intention of the parties hereto, that all the remainder of the property conveyed by said mortgage and not hereby expressly released, shall continue to be subject to said mortgage in all respects as heretofore.

To have and to hold the said released premises unto the said Ben B. Mathews and Ralph W. Bilby, their heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of November, 1936.

Lillian G. Gallie

STATE OF ARIZONA }
County of Pima } ss.

Before me, G. I. Lewis, a Notary Public in and for the County of Pima, State of Arizona, on this day personally appeared Lillian G. Gallie, 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 27th day of November, A. D. 1936.
(NOTARY SEAL)
(My Commission Expires Jan. 10, 1937.)

G. I. Lewis
Notary Public

Filed and recorded at request of Tucson Title Insurance Co. Nov 28 at 10:42 AM 1936

#19394

COMPARED
Read by 2
Read to 4

Anna Sullinger, County Recorder
By Nancy Hustman, Deputy