



Covenants, Conditions, and Restrictions (CCRs) for MITMAN ADDITION

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Covenants, Conditions, and Restrictions (CCRs) for MITMAN ADDITION 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.

DECLARATION OF ESTABLISHMENT OF CONDITIONS, RESERVATIONS AND
RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, being the owners of all of the following described property, to-wit:

All of Blocks 5, 6, 7, 8, 9, 10, 11, 12, 21, 22, 23, 24, 25, 26, 27, and Lots 6, 7, 8, 9 and 10 in Block 28 of Mitman Addition, 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 4 of Maps and Plats, on Page 42 thereof,

do hereby declare that we have established and do hereby establish the following provisions, conditions, restrictions, reservations and covenants, upon and subject to which all of the lots and portions of lots in said Mitman Addition shall be improved by the undersigned or sold or conveyed by the undersigned, each and all of which provisions, conditions, restrictions, reservations 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, and shall inure to the benefit of and pass with each and every parcel of land in said Mitman Addition owned by the undersigned, and shall apply to and bind the purchasers of any portion or portions of said Mitman Addition hereinbefore mentioned and their successors in interest, in and to said property, and each and all of which provisions, conditions, restrictions, reservations, and covenants are impressed and imposed upon each and every parcel of the hereinbefore mentioned Mitman 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:

1. All of the Lots in the foregoing Blocks shall be known and described and used only for private residential lots, EXCEPTING the following:

- a. Lot 1 of Block 26 is hereby reserved from these restrictions and shall be used for the purposes of a well site.
- b. The North 135 feet of Lots 1 to 5, inclusive, Block 5; the North 135 feet of Lots 1 to 5, inclusive, Block 6; the North 135 feet of Lots 1 to 5, inclusive, in Block 7; the North 135 feet of Lots 1 to 5, inclusive, Block 8 and Lot 10 in Block 28, which may also be used for residential courts, duplexes and for business purposes similar to the zoning by the City of Tucson known at this time as "B-3". All buildings or business lots must be set back at least 25 feet from the front street line of the lots. The South 135 feet of the North 270 feet of Lots 1 to 5, inclusive, in Blocks 5, 6, 7 and 8, may be used for parking purposes in connection with the lots immediately adjoining as hereinabove described. However, the lots used for business purposes will have no restrictions as to space occupancy or location of buildings thereon, except as provided for herein.
- c. The South 135 feet of the North 270 feet of Lots 1 to 5, inclusive, in Blocks 5, 6, 7 and 8 may also be used for residential purposes in the manner commonly known in Tucson, Arizona, as residential courts and for duplexes. Buildings or residential court sites shall have a floor area of not less than 600 square feet, exclusive of garages and porches.

2. No buildings shall be located on any private residential court, residential, or duplex building lot nearer than fifty-five (55) feet to the center line of adjacent street as now established, nor nearer than four (4) feet to any side line within ninety (90) feet of said center line of adjacent street as now established. Provided further, that the front line of all lots shall be the North or the South line thereof.

3. No private residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet nor a width of less than 60 feet at the front street line.

4. All private residences and duplexes shall have a floor area of not less than 800 square feet exclusive of garages and porches.

86 5. The plans for all buildings erected on this addition must be approved by the undersigned or their authorized agent or their assigns as to floor area conformity, materials and elevation, before any construction will be permitted; or said plans must be approved by a committee of property owners within this addition, appointed by the undersigned for the purpose of protecting the interests of all the property owners within the addition.

6. No tents, shacks, trailers, automobiles or otherwise, or temporary structures shall be used as temporary or permanent living quarters, either prior to, or after the erection of a permanent dwelling.

7. No refuse, trash, garbage, manure, automobile parts, old cars or unsightly materials of any kind shall be allowed to accumulate on any open space on any part of any lot in said subdivision, or on any street or easement thereof. No outside toilets will be permitted. All buildings must be completed within one year from the date of commencement of construction. No noxious nor offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. Any ownership or single holding comprising part of one lot, or two or more adjoining lots, or all of one lot and part, or parts, of one or more adjacent lots, may at the option of the undersigned, be considered as one lot within the meaning of the word "lot" as used herein.

9. No livestock or animals of any kind or description, with the exception of the customary and/or ordinary house and yard pets, shall be kept or allowed to remain upon any part or portion of this addition and no male fowl shall be kept or allowed to remain upon any portion of said addition.

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10. No part of said property shall be sold, conveyed to, or rented, leased or occupied by persons not of the white or Caucasian race, excepting lots used for business purposes which may be leased or conveyed to Asiatics, excepting that this shall not exclude members of such races as are employed therein as domestic servants by the owners or tenants of any lots in said addition. These restrictions are made subject to any and all easements, rights-of-way and roadways heretofore or that may be hereafter granted.

11. The aforesaid conditions and restrictions and each and all thereof shall continue and remain in full force and effect at all times against any owner of any of the hereinbefore described property, however his title thereto may be acquired, until June 12, 1967, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote and recorded signature of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

12. The reversionary owners, their heirs, executors, administrators and assigns shall have the right, from time to time, in their discretion, to make any changes they desire in these conditions and restrictions which they deem beneficial to the owners of the majority of the tracts in said subdivision, such discretion, however, not to be abused.

13. In the event any legal proceeding is brought against anyone for violation of these restrictions and judgment is found against the alleged violator, the violator will be responsible for a reasonable attorney's fee to be fixed by the court as well as all costs.

14. 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 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, 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 proceeding by the owners of the reversionary rights, or their assigns, or other owners of lots in said addition, but by no other persons.

15. 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 the said property.

16. No delay or omission on the part of the undersigned or their successors in interest as owners of the reversionary rights herein provided for, or of owners of other lots in said Milton Addition having the right hereunder to exercise 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 anyone 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 said provisions, conditions, restrictions, covenants or reservations or for imposing restrictions herein which may be unenforceable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of June, 1947.

Gouley H. Burcham
Gouley H. Burcham

Irma E. Burcham
Irma E. Burcham

By Gouley H. Burcham
Gouley H. Burcham, her
Attorney in Fact

STATE OF ARIZONA }
COUNTY OF PIMA } ss.

This instrument was acknowledged before me this 12th day of June, 1947, by GOULEY H. BURCHAM, individually, and as Attorney in Fact for IRMA E. BURCHAM, wife of GOULEY H. BURCHAM.

Marguerite A. Brown
Notary Public

My Commission Expires
14th day of March 20, 1951



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MESSAGE	COMPARED	TO	Capitol	RELAYED
✓	✓			✓

(Code of America) as
(Country of origin)

I hereby certify that the within is

the original of the record requested of

Gouley N. Buchanan

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105th St

John S. Turner

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