

United States Department of the Interior  
National Park Service

## National Register of Historic Places Continuation Sheet

Section number 10 Page 1

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### VERBAL BOUNDARY DESCRIPTION

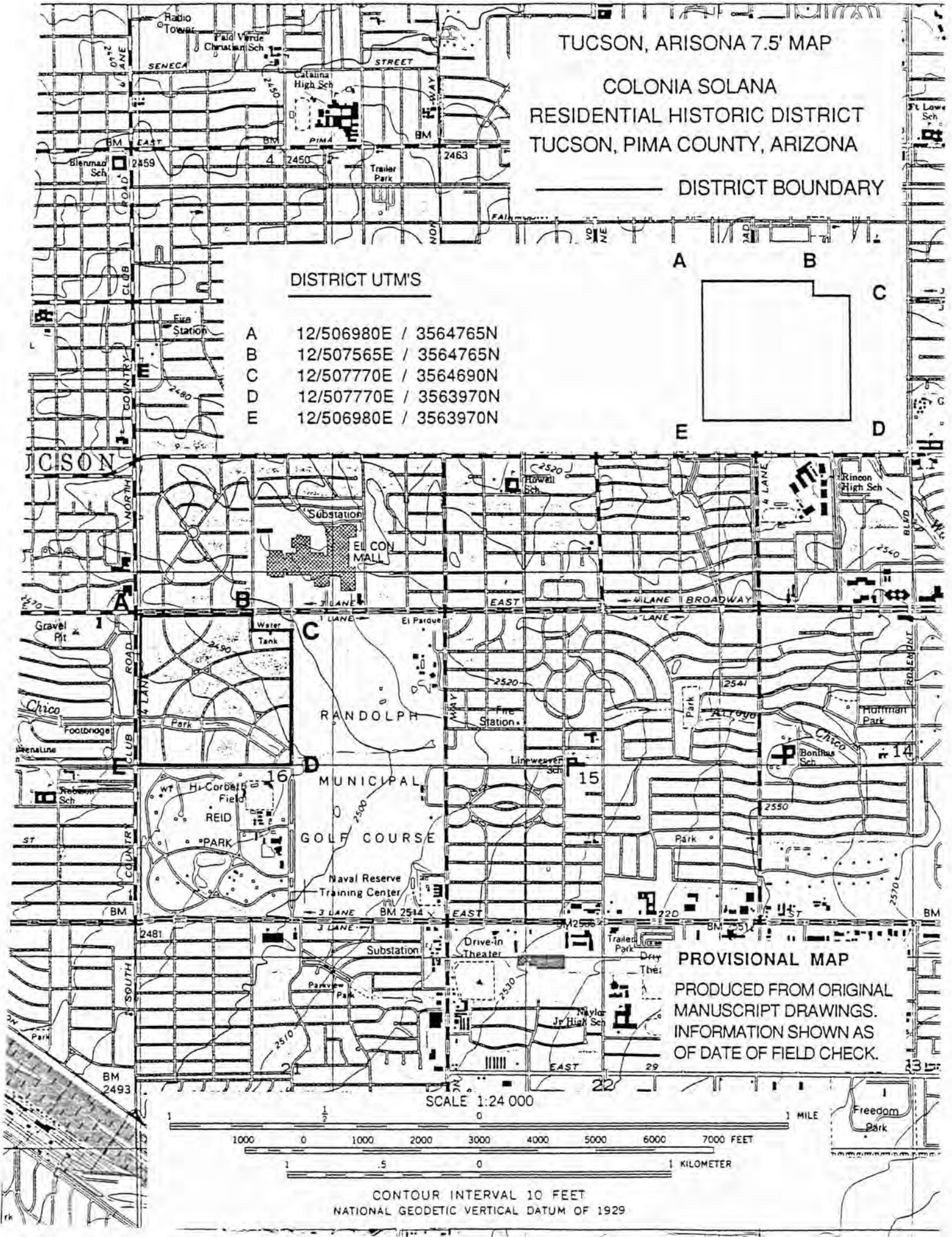
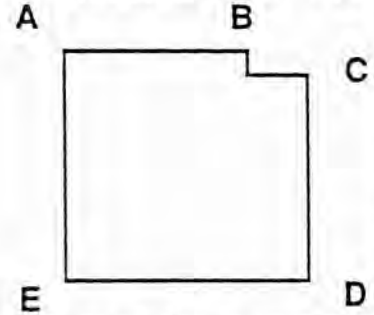
Beginning at the intersection of the south curbline of Broadway Boulevard and the east curb line of Country Club Road, then proceeding east following the south curbline of Broadway 1902 feet to the east curbline of Calle Chaparita then turning south and following the east curbline of Calle Chaparita 246 feet to the southern boundary line of lots #34 and #35, then turning east and following the southern boundary line of lots #34 and #35, 650 feet to the west curbline of Randolph Way, then turning south and following the west curbline of Randolph Way 2345 feet to the north curbline of Camino Campestre and turning west and following the north curbline of Camino Campestre 2563 feet to the east curbline of Country Club Road, then turning north and following the east curbline of Country Club Road 2578 feet to the point of beginning.

TUCSON, ARIZONA 7.5' MAP  
 COLONIA SOLANA  
 RESIDENTIAL HISTORIC DISTRICT  
 TUCSON, PIMA COUNTY, ARIZONA

————— DISTRICT BOUNDARY

DISTRICT UTM'S

A	12/506980E / 3564765N
B	12/507565E / 3564765N
C	12/507770E / 3564690N
D	12/507770E / 3563970N
E	12/506980E / 3563970N



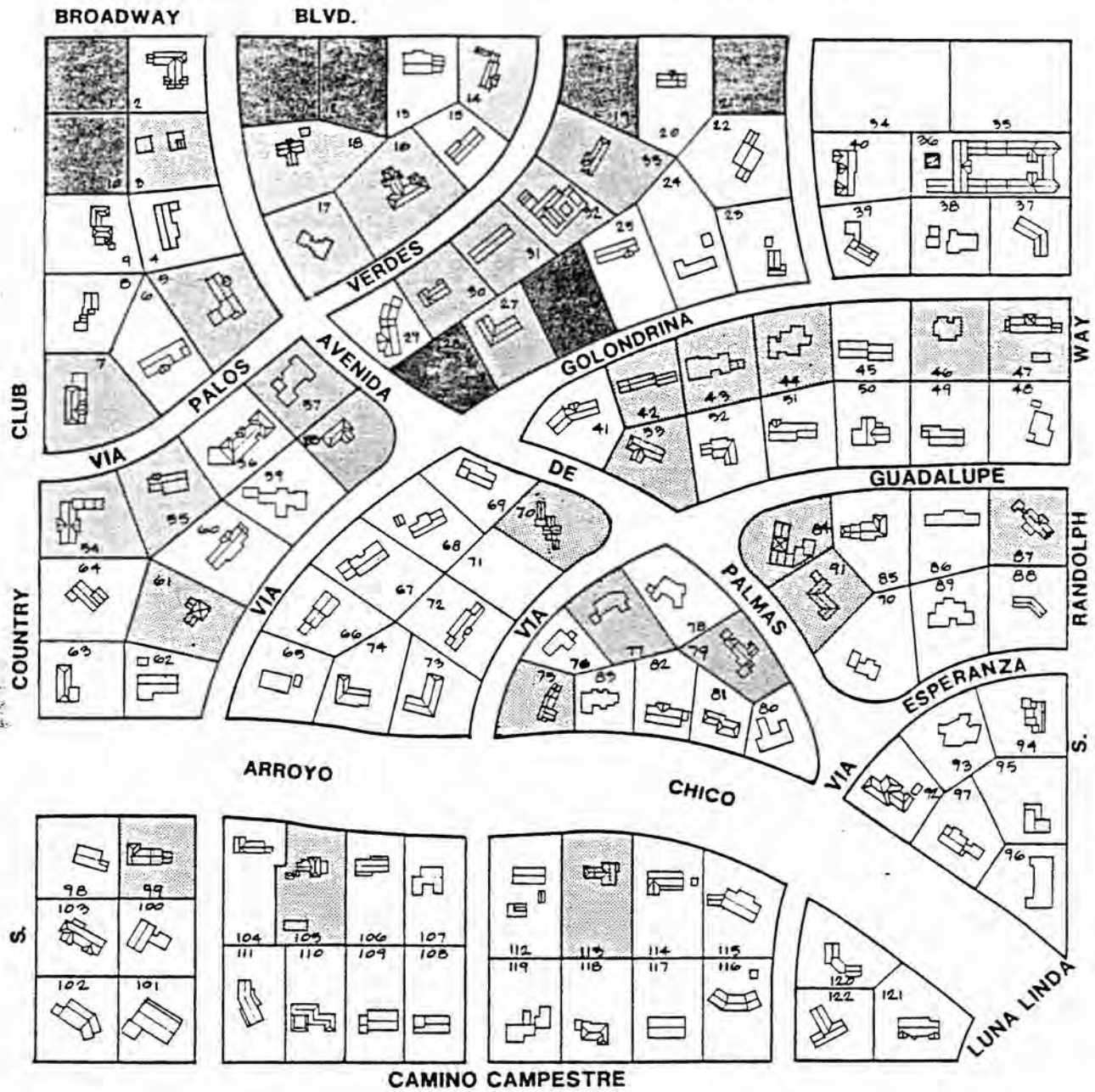
SCALE 1:24 000

1000 0 1000 2000 3000 4000 5000 6000 7000 FEET

1 .5 0 1 KILOMETER

CONTOUR INTERVAL 10 FEET  
 NATIONAL GEODETIC VERTICAL DATUM OF 1929

# COLONIA SOLANA



## LEGEND

- HISTORIC DISTRICT BOUNDARY LIMITS
- BLOCK LINE
- LOT LINE
- ESTABLISHED SURVEY MONUMENT

- 71 LOT NUMBER
- 32 ADDRESS NUMBER
- CONTRIBUTING
- NON-CONTRIBUTING
- VACANT LOT

OVERHEAD VIEW OF EXISTING HOUSE

STREETScape PHOTO NUMBER & VIEW DIRECTION ARROW



COLONIA SOLANA  
AERIAL LANDSCAPE PLAN



NORTH



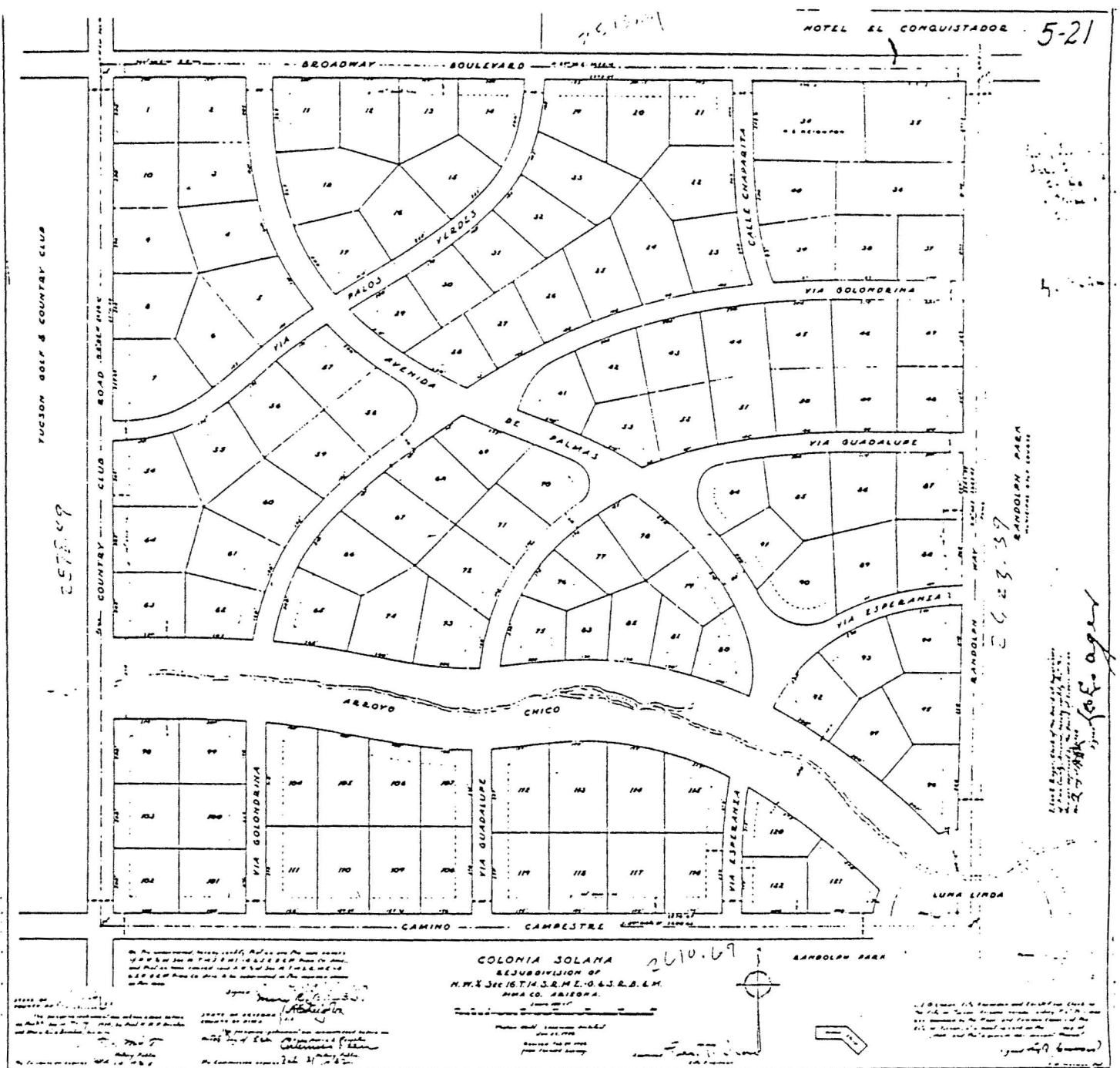
NO SCALE

APPENDIX A

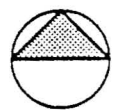
Copy of Original Subdivision Map

Copy of Original Deed Restrictions

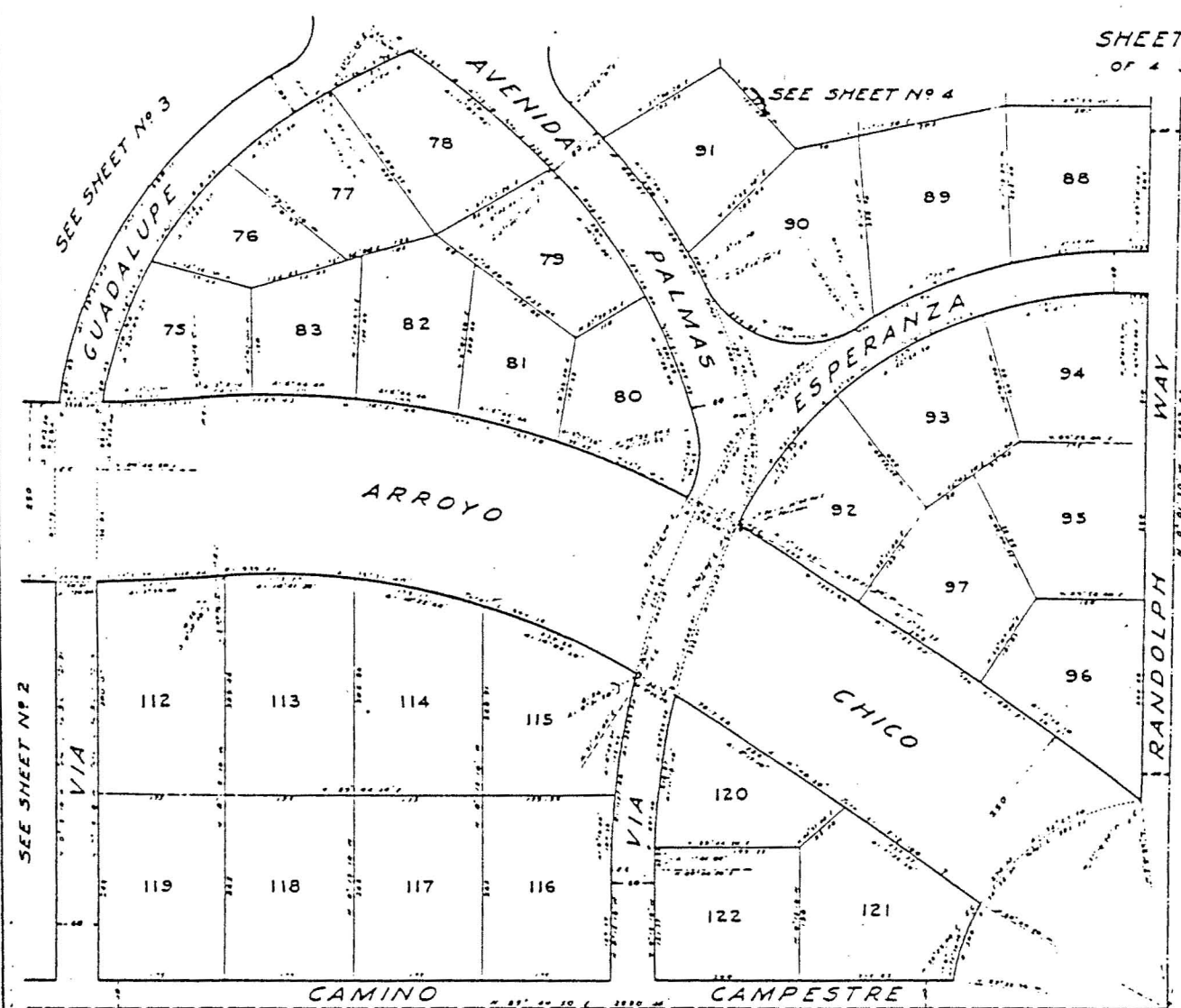
# COLONIA SOLANA



NORTH



NO SCALE



# COLONIA SOLANA

RESUBDIVISION OF N.W. 1/4 SEC. 16, T. 14 S. R. 14 E. G. & S. R. B & M  
MAY 1928 PIMA COUNTY, ARIZONA

SCALE: 1 IN. = 80 FT.

STATE OF ARIZONA  
COUNTY OF PIMA  
I, the undersigned, County Clerk of Pima County, Arizona, do hereby certify that the foregoing is a true and correct copy of the original record of the above described subdivision as the same appears in the office of the County Clerk of Pima County, Arizona, this 10th day of May, 1928.

STATE OF ARIZONA  
COUNTY OF PIMA  
I, the undersigned, Surveyor General of Pima County, Arizona, do hereby certify that the foregoing is a true and correct copy of the original record of the above described subdivision as the same appears in the office of the Surveyor General of Pima County, Arizona, this 10th day of May, 1928.

Approved by  
[Signature]  
[Title]

10.6

# COLONIA SOLANA

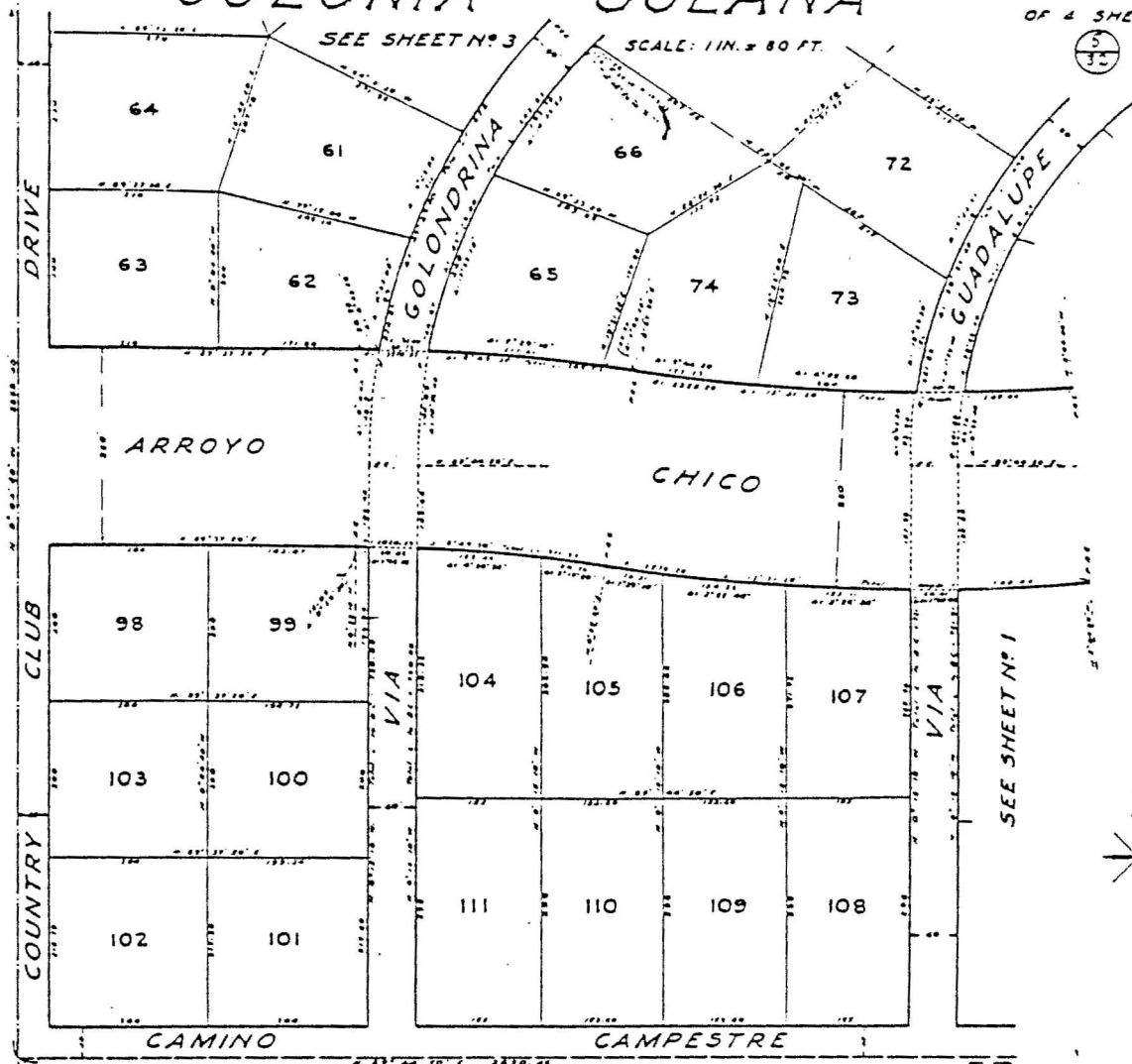
SHEET NO. 2  
OF 4 SHEETS

5  
32

SEE SHEET NO. 3

SCALE: 1 IN. = 80 FT.

5  
32



1. This page with adjacent page, sheet 1, of 4 sheets, is a portion of a larger plan, the description of which is given on sheet 1, of 4 sheets.



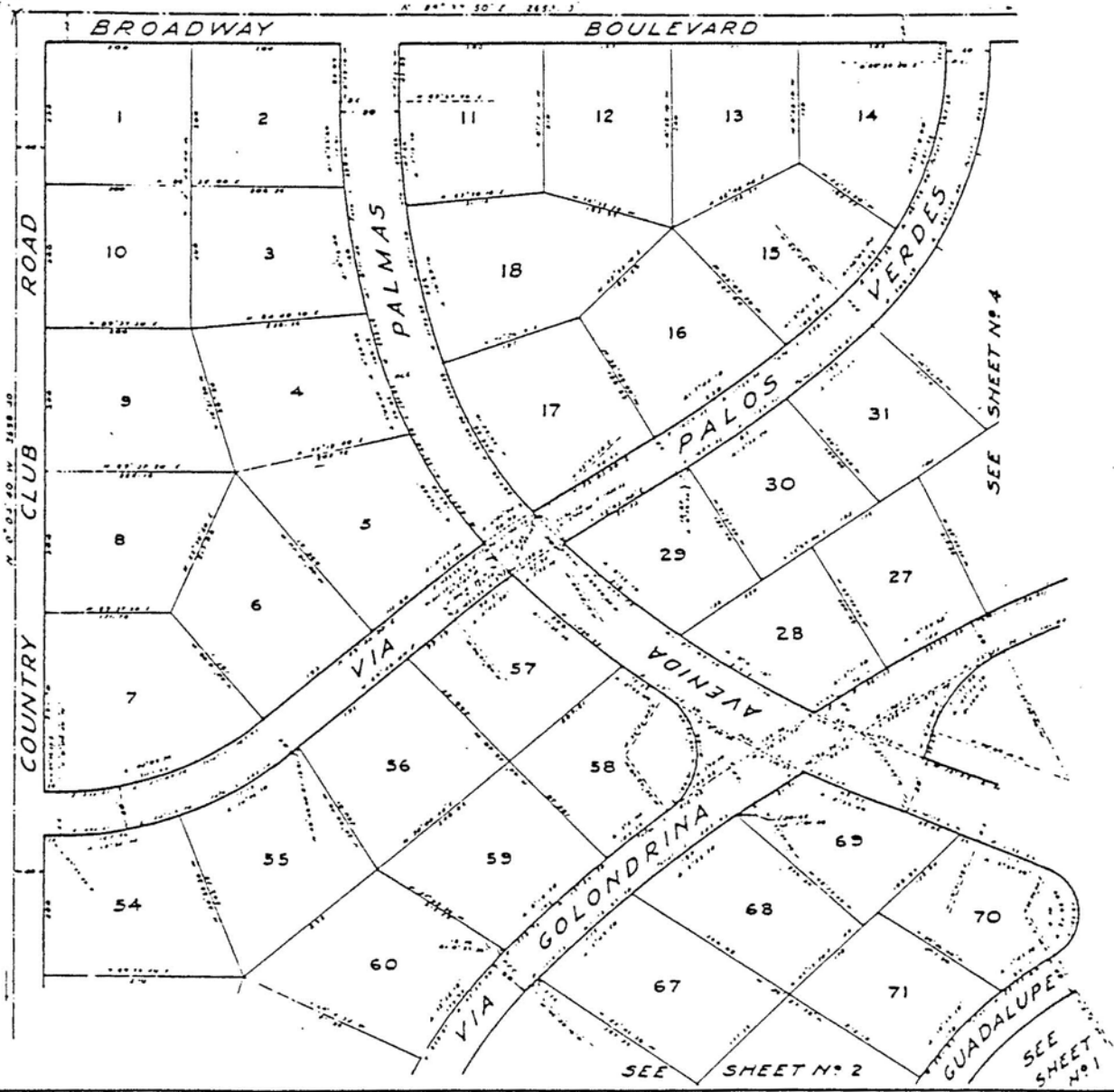


# COLONIA SOLANA

SHEET N° 3  
OF 4 SHEETS

SCALE: 1 IN. = 80 FT.

5  
32

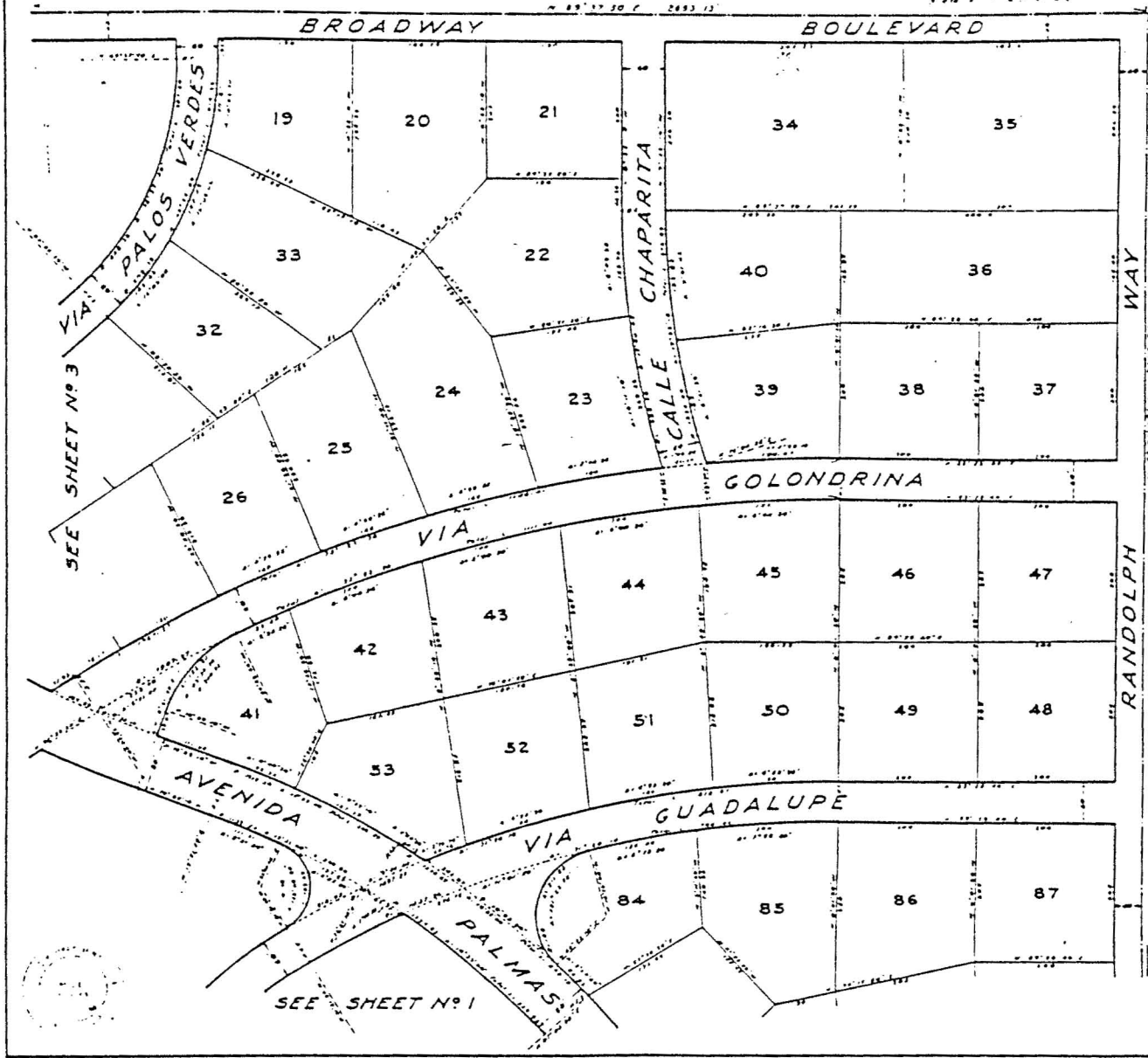


# COLONIA SOLANA

OF 4 SHEETS

SCALE: 1 IN. = 80 FT.

5  
32



DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS  
COLONIA SOLANA SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That Paul H. M. P. BRINTON and MARY RICE BRINTON, his wife, being the owners of all that certain real property situated in the County of Pima, State of Arizona, and described as follows:

All of Colonia Solana, being a re-subdivision of the Northwest quarter of Section 16, Township 14 North, Range 14 East, G. & S. R. E. & M., according to the map of said Colonia Solana, of record in the office of the County Recorder of Pima County, Arizona, in Book 5 of Maps at page 21 thereof, SAVE AND EXCEPT lot 34 of said Colonia Solana, which is not owned by them.

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 35 and 36 of said Colonia Solana, which said three lots are to be in no wise affected by this instrument, and do hereby establish the provisions, conditions, and 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, as follows, to-wit:

1. Said property and the whole thereof shall be used for private residence 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 purposes, and no apartment house, double house, flat building, lodging house, rooming house, hotel, hospital, sanitarium or doctor's office, shall be erected, placed, permitted, or maintained on said property, or any part thereof.

No bill boards or advertising signs of any character shall be erected, placed, permitted or maintained on said property, or any part of, 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 hydro-carbon products or substances shall be produced or extracted therefrom.

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. 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, however, 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 or used as domestic servants by the owners or tenants of any lots in said property.

7. 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. An ownership or single holding comprising parts of two adjoining lots, or all of one lot and part or parts of one or more lots adjacent thereto, shall, for the purposes of this paragraph, be deemed as constituting a single lot.

8. No residence shall be placed or constructed upon said property, or any portion thereof, unless such residence shall be fairly worth, exclusive of out-buildings, the full sum of Ten Thousand Dollars (\$10,000.00).

9. Before any building, fence, wall, coping or other structure is erected upon said property, the person desiring to erect the same shall first submit the plans and drawings therefor to an architect, to be appointed from time to time by Country Club Realty Company or its successors in interest, as its representative for such purposes, and obtain the written approval of such architect thereto.

Such architect shall always be an architect practicing in Tucson, Arizona. Any charge of such architect for approving such plans and drawings shall be paid by Country Club Realty Company, or its successors in interest.

10. All buildings erected upon said property, or any part thereof, shall be erected according to the building Code of the City of Tucson, in effect at the time such buildings are erected.

11. 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 fifty (50) feet to any street upon which the lot upon which the same is placed or constructed abuts, and shall be located not closer than twenty-five (25) feet to the adjoining lots on either side thereof. In other words, all buildings upon any part of said property shall be set back at least fifty (50) feet from the street (meaning thereby, any street, including side streets as well as streets upon which the respective lots front) and shall be at least twenty-five (25) feet distant from any adjoining lot or lots.

12. An easement upon and over the rear five feet of each and every lot in said property is reserved to the Country Club Realty Company for use for poles, cross-arms, conduits and wires for the transmission of electrical energy, telephone, and electric light, for pipes for gas, for pipes for water, for sewers, and for installing, repairing, and maintaining the same and all thereof, and for such other purposes as may be for the benefit of the said property, or any part thereof.

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 said property, however, his title thereto may be acquired until January 1, 1978, on 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 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 Paul H. M. P. Brinton and Mary Rice Brinton, his wife, or to their successors in interest, as owners of the reversionary rights herein provided for, and 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 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 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.

No delay or omission on the part of Paul H. M. P. Brinton and Mary Rice Brinton, his wife, or their successors in interest as owners of the reversionary rights herein

provided for, or the owners of other lots in said property, 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 Paul H. M. P. Brinton and Mary Rice Brinton, his wife, or their successor in interest for or on account of the failure or neglect of the said Paul H. M. P. Brinton and Mary Rice Brinton, his wife, or their successors in interest, 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, Paul H. M. P. Brinton and Mary Rice Brinton, his wife, have hereunto set their hands on this 8 day of May, 1928.

PAUL H. M. P. BRINTON  
MARY RICE BRINTON

(ACKNOWLEDGMENT)

COUNTRY CLUB REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Arizona, with its principal place of business in the City of Tucson, Pima County, Arizona, being the owner of a contract for the purchase of the property embraced within the foregoing Declaration of Establishment of Conditions and Restrictions, does hereby consent to and join in said declaration.

IN WITNESS WHEREOF, Country Club Realty Company, a corporation, has caused its name to be signed hereunto by its President and attested by its Secretary, both thereunto duly authorized, and its corporate seal to be hereunto affixed, all on this 11 day of May, 1928.

ATTEST: (CORPORATE SEAL.)

COUNTRY CLUB REALTY COMPANY

J. Kruttschnitt, Jr.  
Secretary

By Harry F. Bryant  
President

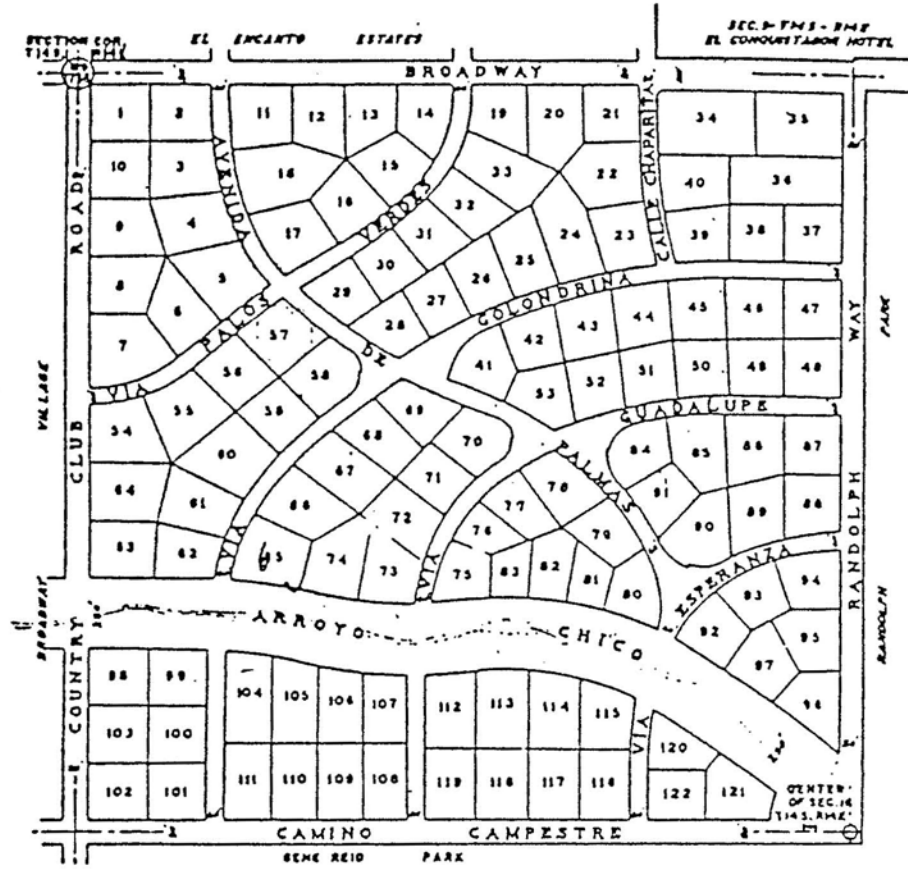
(ACKNOWLEDGMENT)

Dated May 11, 1928, and recorded May 11, 1928, in Book 32 of Miscellaneous Records, page 393. File No. \_\_\_\_\_

APPENDIX B

Site Maps Plans of Related Communities

# COLONIA SOLANA

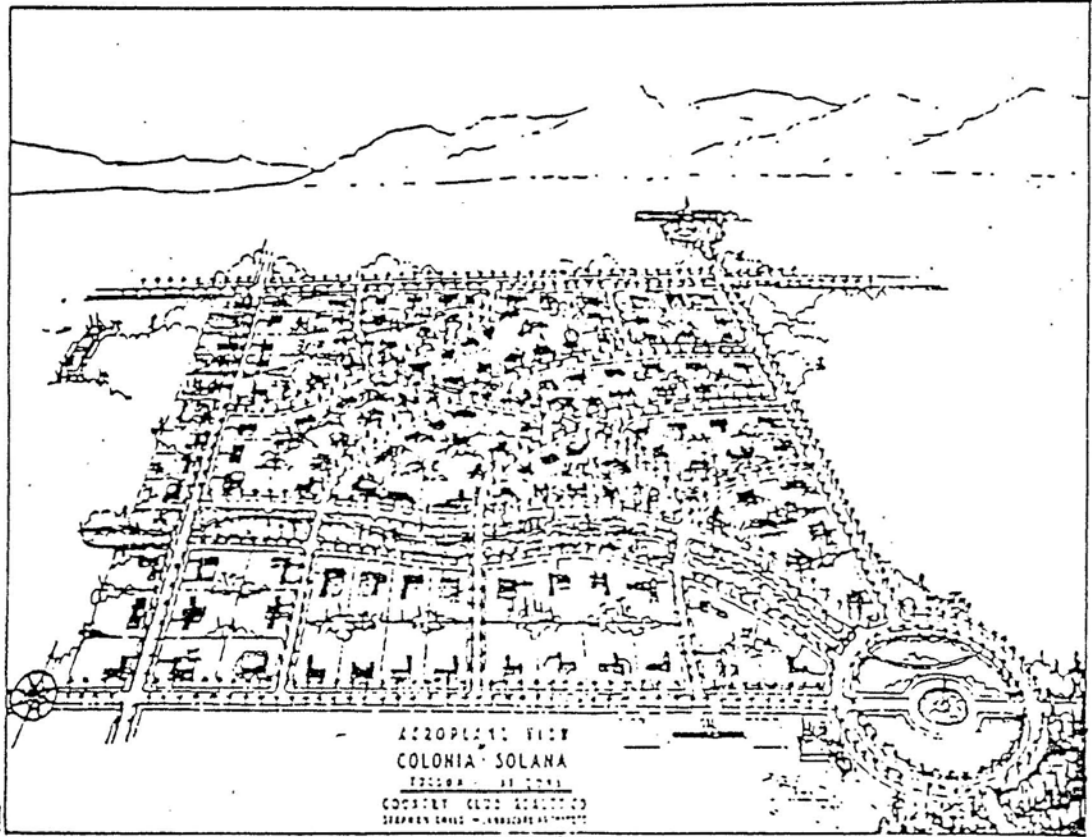


Subdivision plan Colonia Solana

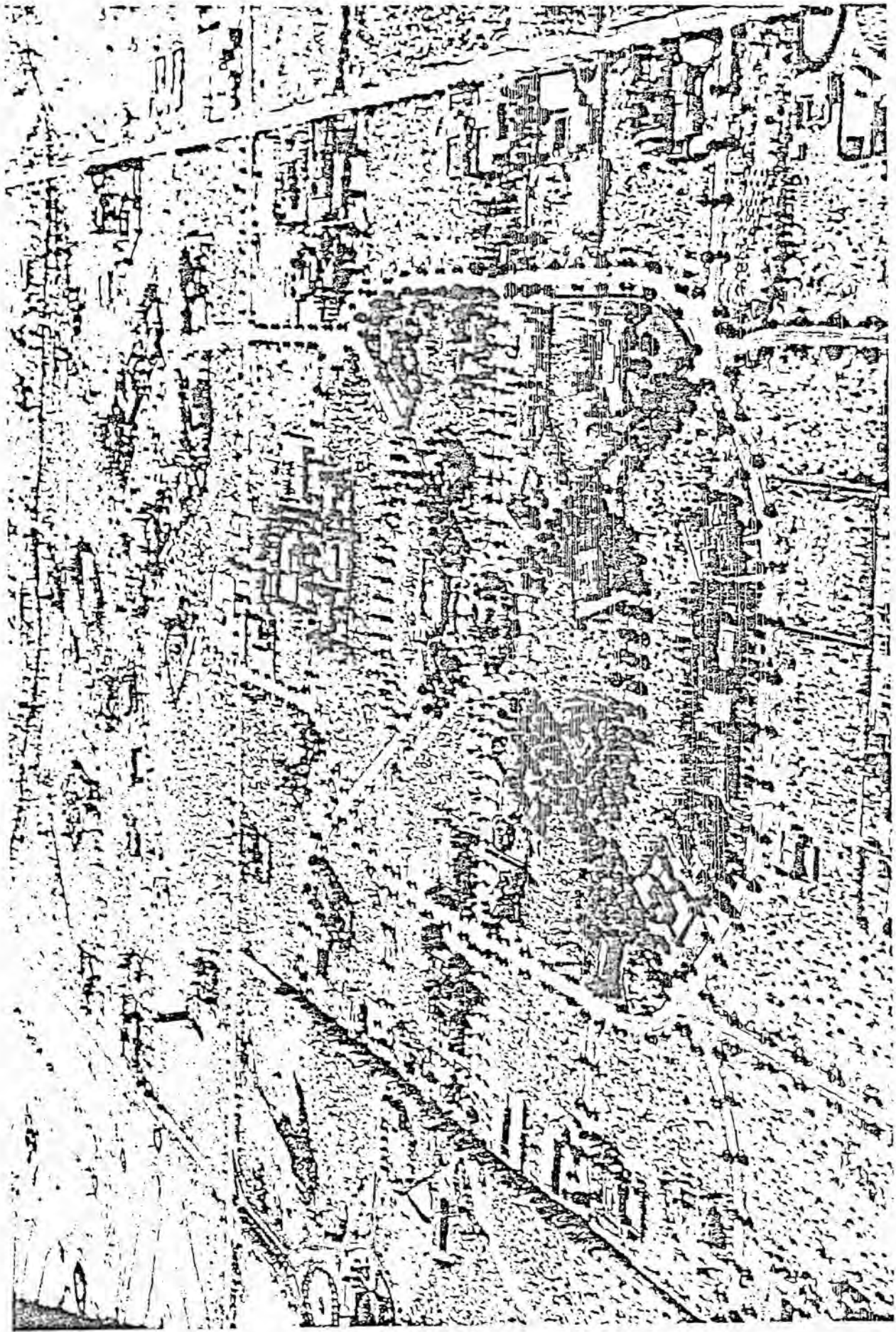


Early drawing, Colonia Solana  
Plan superimposed on topo.

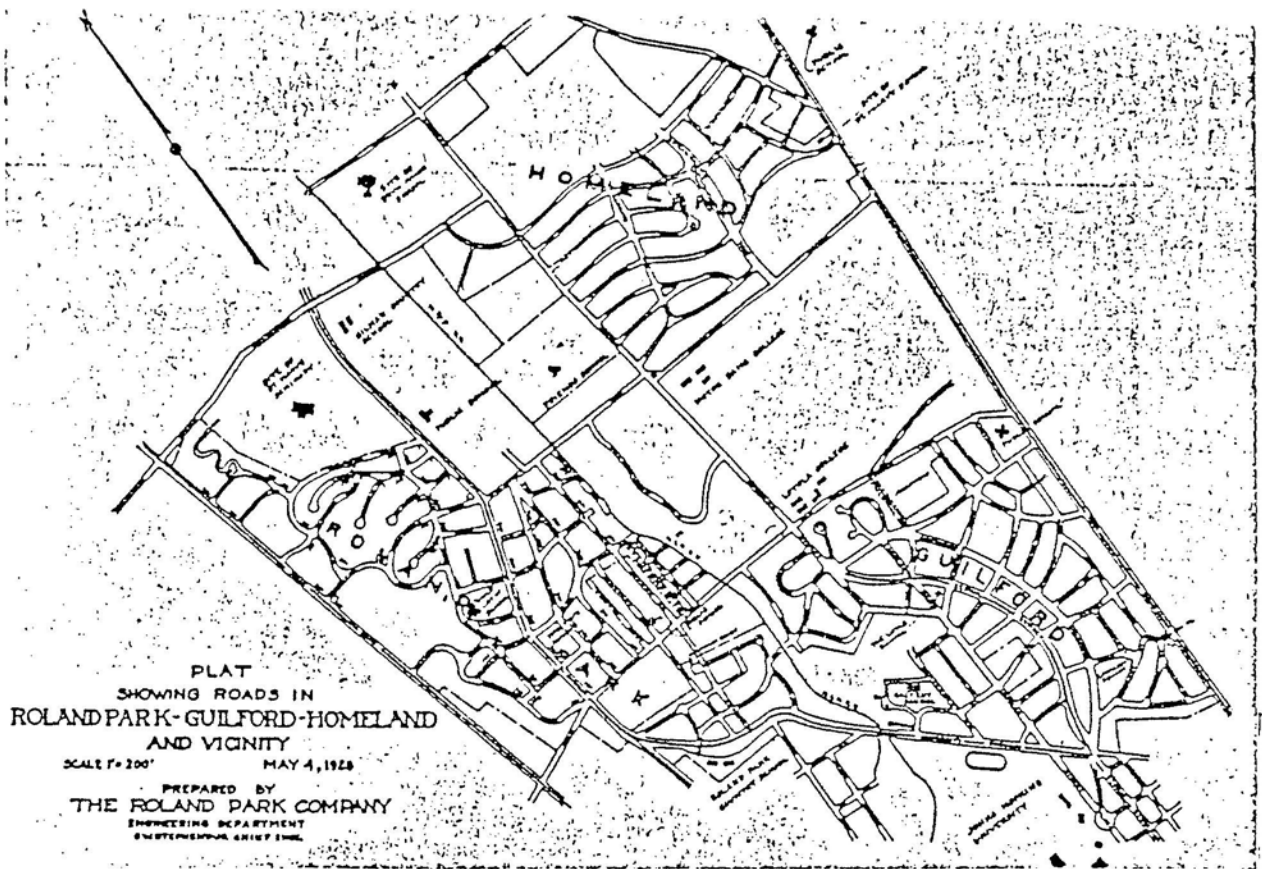




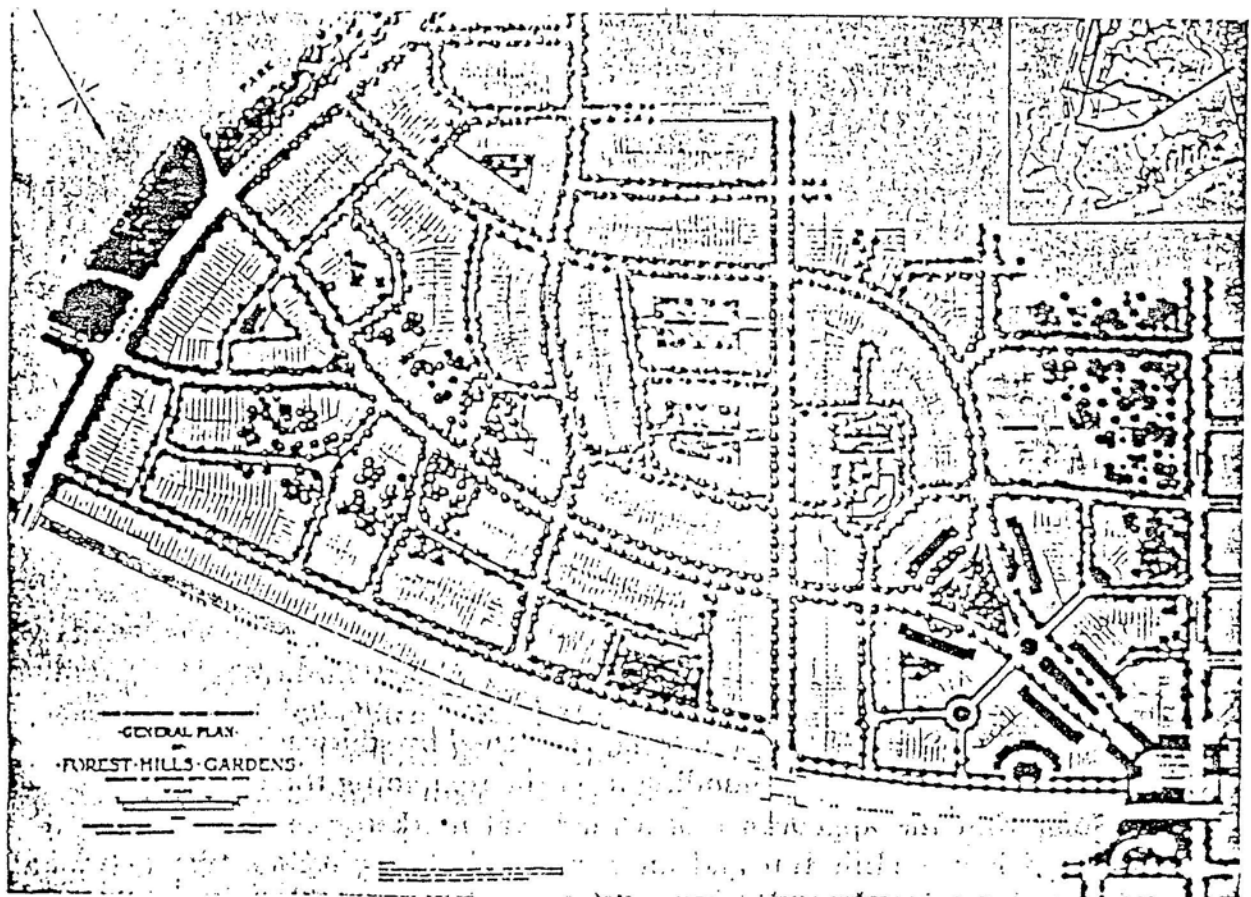
Aerial view of Colonia Solana looking north.  
Early scheme.



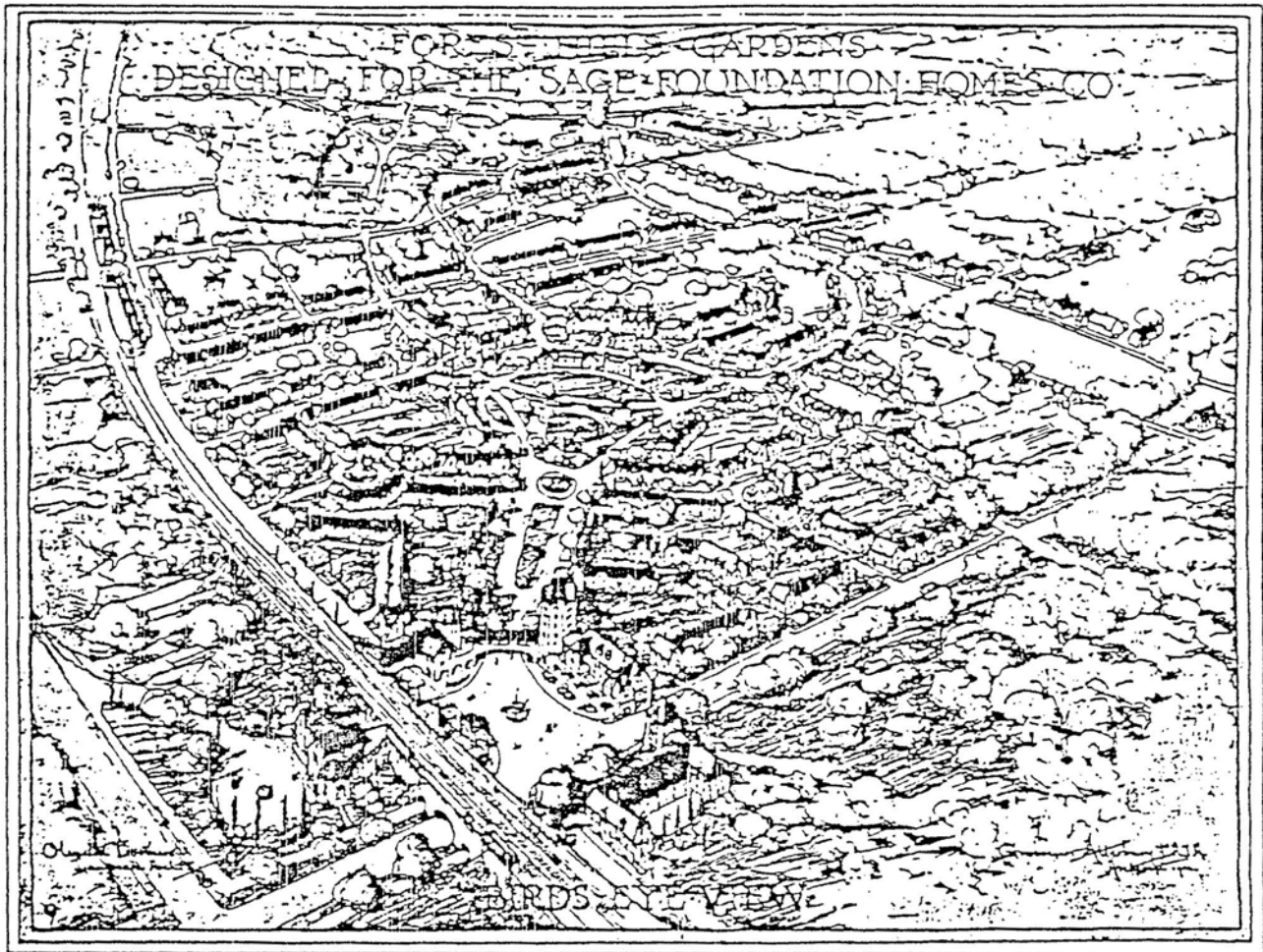
Early 1940's aerial view of Colonia Solana looking south.  
(El Encanto in foreground.)



Plan of Roland Park, Illinois 1891  
Olmsted, Vaux & Co., Landscape Architects.



Plan of Forest Hills Gardens, New York 1909  
Olmsted Brothers, Landscape Architects.



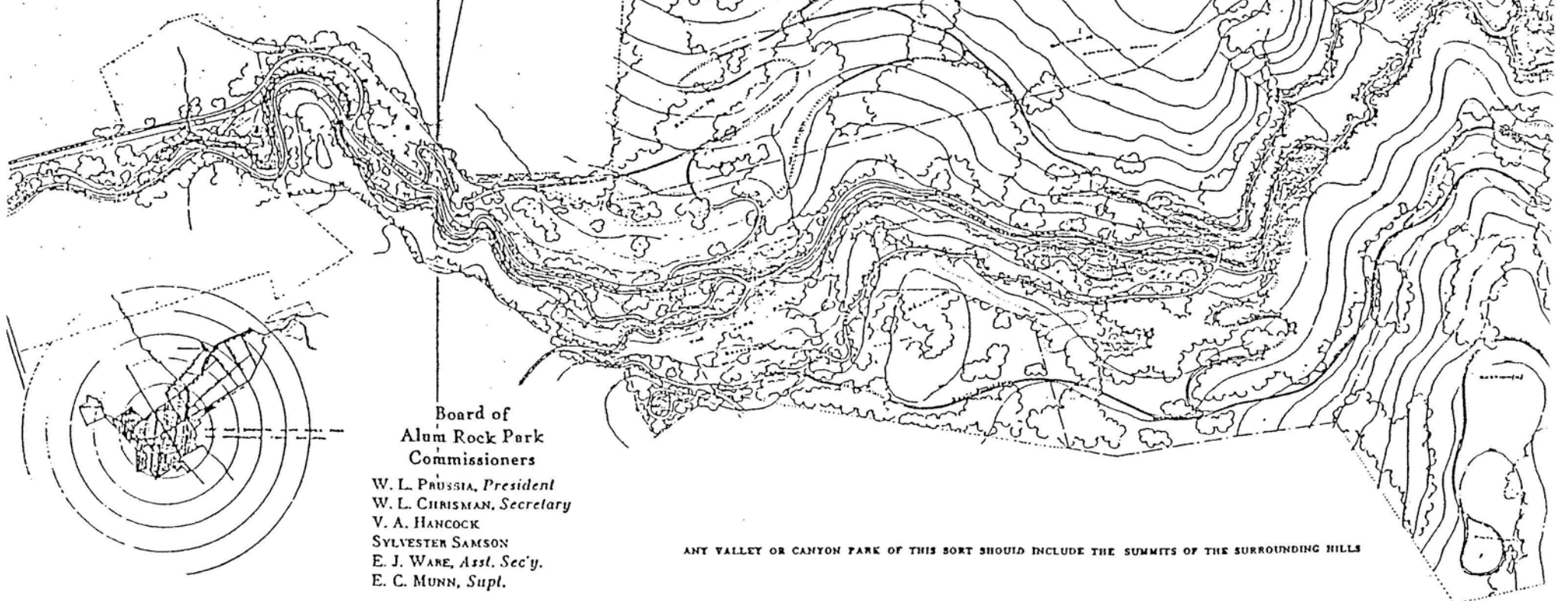
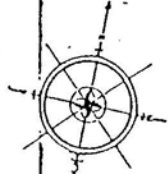
Aerial Perspective of Forest Hills Gardens, New York  
Olmsted Brothers, Landscape Architects.

ALUM ROCK PARK COMMISSION  
GENERAL PLAN  
ALUM ROCK PARK  
SAN JOSE CALIFORNIA

CHARLES McFORD BOGARDON  
SPECIAL CONSULTANT

1912

STEPHEN CHILD  
LANDSCAPE ARCHITECT



Board of  
Alum Rock Park  
Commissioners

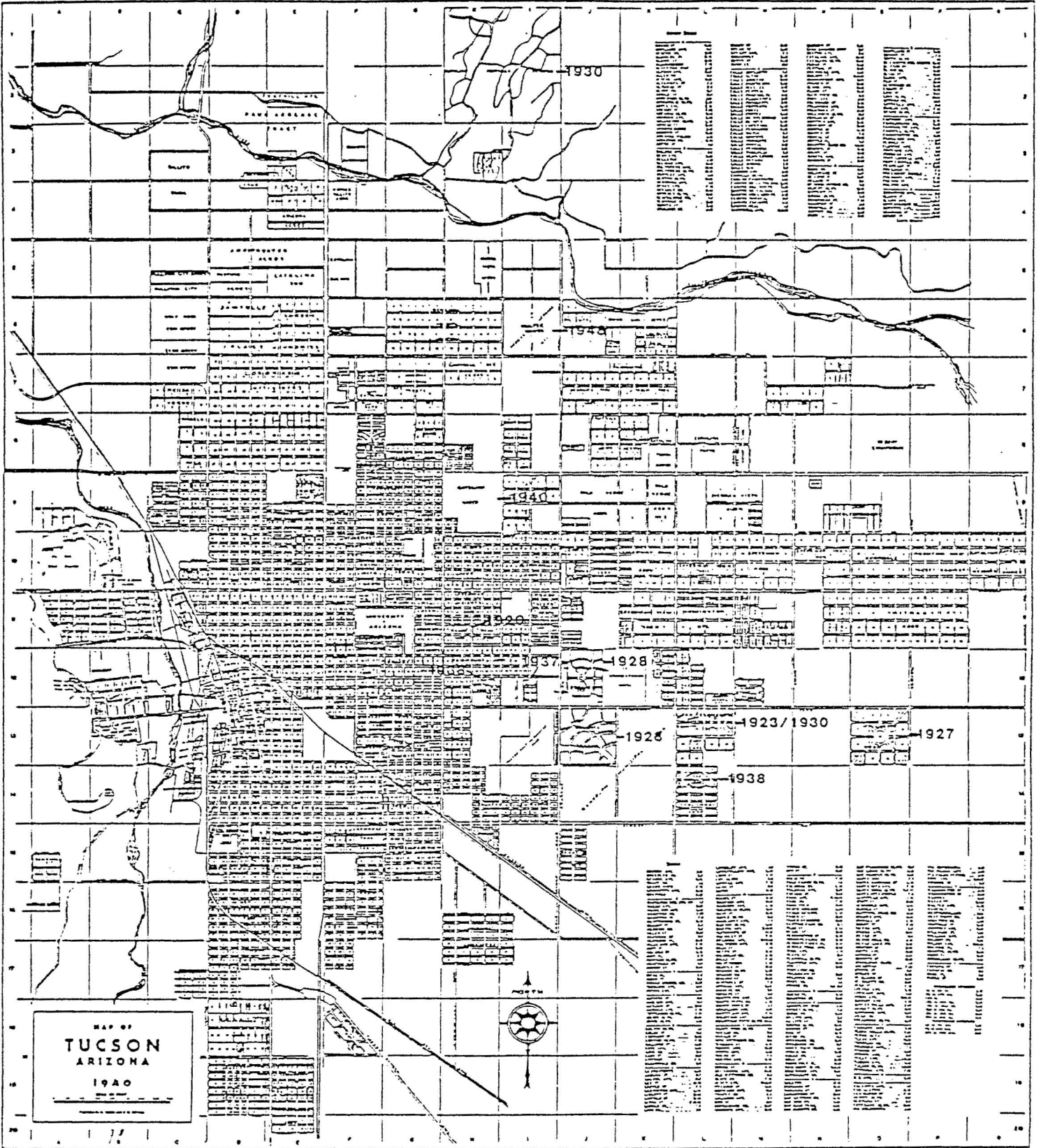
- W. L. PRUSSIA, *President*
- W. L. CHRISMAN, *Secretary*
- V. A. HANCOCK
- SYLVESTER SAMSON
- E. J. WARE, *Asst. Sec'y.*
- E. C. MUNN, *Supt.*

ANY VALLEY OR CANYON PARK OF THIS SORT SHOULD INCLUDE THE SUMMITS OF THE SURROUNDING HILLS

Plan of Alum Rock Park, San Jose, CA., 1912  
Stephen Child, Landscape Architect.

APPENDIX C

Dated subdivision map  
Early Subdivision Development



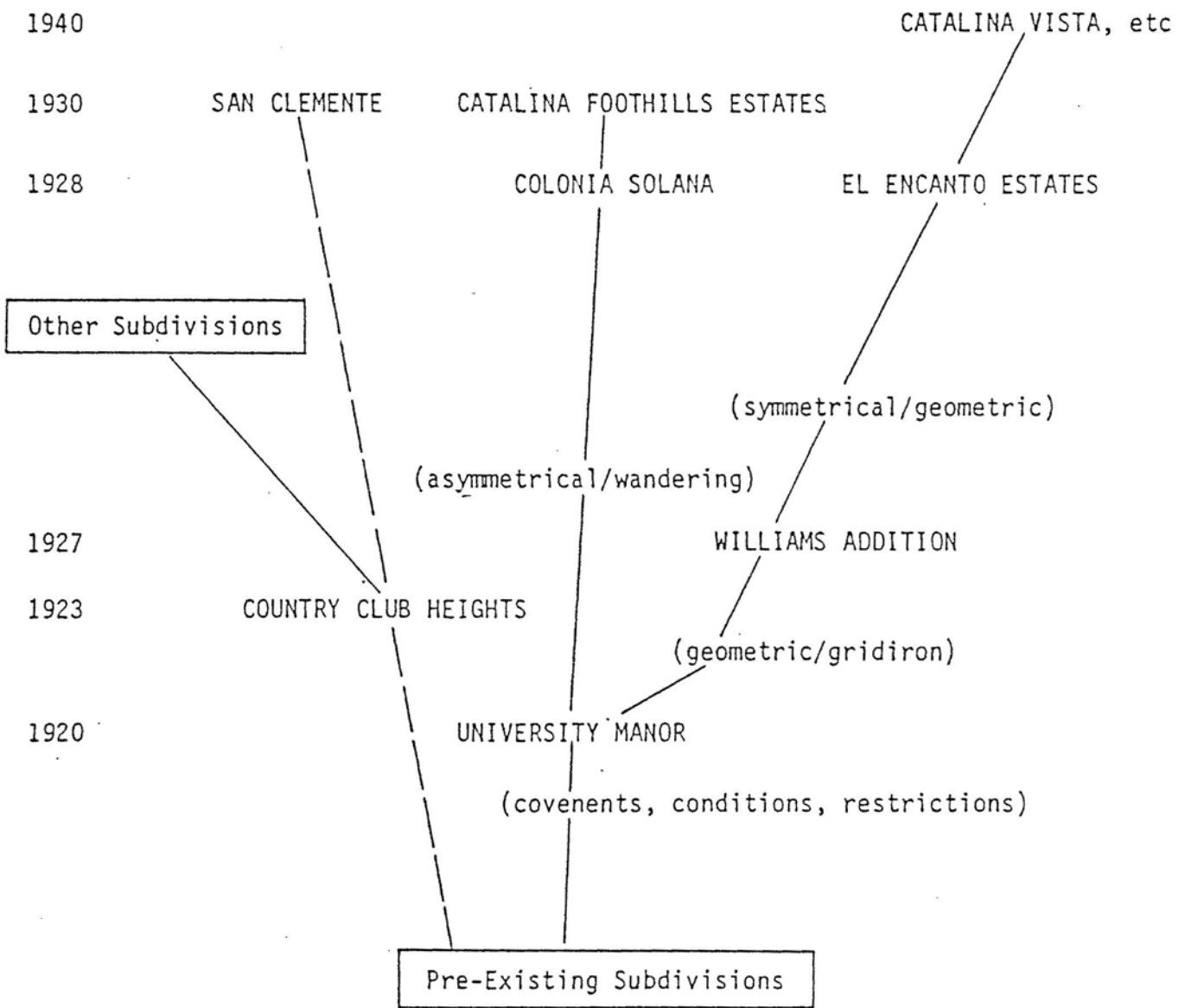
MAP OF  
**TUCSON**  
 ARIZONA  
 1940

1930  
 1940  
 1926  
 1928  
 1923/1930  
 1927  
 1938

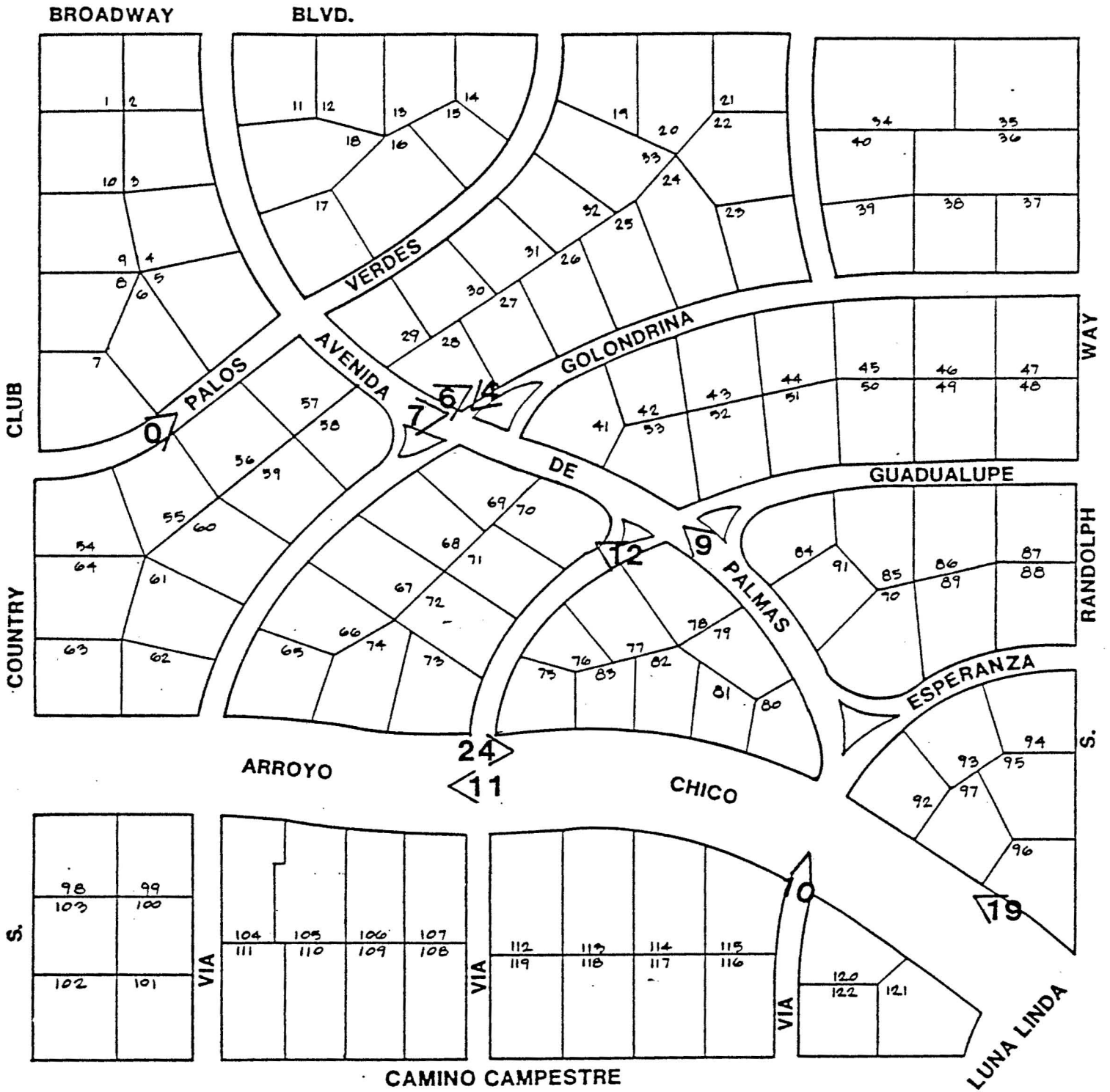
1. Single-story buildings  
 2. Two-story buildings  
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 7. Seven-story buildings  
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 95. Ninety-five-story buildings  
 96. Ninety-six-story buildings  
 97. Ninety-seven-story buildings  
 98. Ninety-eight-story buildings  
 99. Ninety-nine-story buildings  
 100. One hundred-story buildings

EARLY SUBDIVISION DEVELOPMENT

Tucson, Arizona







Plan of Colonia Solana. Photo locations



