Covenants, Conditions, and Restrictions (CCRs) for MILAGROSA HILLS 1-61

Recorded by Pima County Recorder's Office in 1962

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.

MILAGROSA HILLS

File No.
RESTRICTIONS
Dated:
Filed:
Recorded Docket: Page:

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ARIZONA LAND TITLE AND TRUST COMPANY, as TRUSTEE under Trusts Numbers 6217 and 5874, hereinafter referred to as the owner, being the owner of the following described real estate situated in Pima County, State of Arizona:

> MILAGROSA HILLS, a subdivision in 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 16 of Maps and Plats, at Page 59 thereof,

DOES HEREBY CERTIFY AND DECLARE that it has established, and does hereby establish a general plan for the improvement, development, ownership, use and sale of said property so owned by it, and each and every part thereof, and does hereby establish the manner, provisions, conditions, restrictions and covenants upon and subject to which said property and each and every lot shown on the said map and plat thereof shall be used, improved, occupied, owned, sold and conveyed, and does hereby declare that henceforth said property shall be used, improved, occupied, owned, sold and conveyed; subject to the provisions, conditions, restrictions and covenants herein set forth, all of which shall be binding upon and inure to the benefit of the present and future owners of said lots and all thereof, and all of which shall apply to and bind the respective successors in interest of the present owners and future owners of said lots and all thereof, and all of which provisions, conditions, restrictions and covenants are, and each of them is, impressed and imposed upon each and every parcel of the hereinbefore described property as a servitude in favor of each and every other parcel thereof as the dominant tenements, as follows, to-wit:

1. EXCEPTING ONLY AS HEREINAFTER OTHERWISE SPECIFICALLY PROVIDED AS TO CERTAIN LOTS BY PARAGRAPHS NUMBERED 5, 20 and 21 HEREOF: each and every lot shall be used for private residence purposes only, and no structure whatever other than one first-class, private-one-family residence, together with private garage and a stable for not more than three horses shall be erected, placed or maintained on any lot. No kitchen facilities shall be installed or maintained in any building on any lot other than the principal residence. Guest houses or servant houses may be separate provided they meet with the architect's approval.

2. No business of any nature shall be conducted on any lot 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, or sanitarium

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shall be erected, placed, permitted or maintained on any lot, provided however, that nothing herein contained shall be held to prevent the use of a portion of any residence as the office of a resident physician or surgeon, provided that said office use shall not comprise more than twenty per cent of the ground floor area of the principal residence.

No room or rooms in any residence maybe rented or leased to others by the owner or owners of any lot; nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire lot, together with its improvements.

3. No temporary house, house trailer, tent, garage, or other out building shall be placed or erected upon any part of said property, and no residence placed or erected on any lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plan (as hereinafter provided) nor shall any residence, when completed, be in any manner occupied until made to comply with all requirements, conditions and restrictions set forth herein, provided, however, that during the actual construction or alteration of a building on any lot, necessary temporary buildings for storage of materials, etc., may be erected and maintained by the person doing such work. The work of constructing, altering or remodeling any building on any part of said property shall be prosecuted diligently from the commencement thereof until the completion thereof.

No garage, stable, nor other building or structure shall be erected, placed or maintained on any lot until the construction and completion of the principal residence thereof, except that the necessary outbuildings, garage, stable or other structures relating to the main residence may be simultaneously constructed, provided, however, that nothing herein contained shall be construed to prevent the incorporation and construction of a garage in and as part of such residence.

4. No building of any nature shall be removed from without said property to any lot within said property without the consent of the undersigned or its successors in interest, its authorized agent or architect appointed from time to time as its representative authorized for such purpose; and in the event a building shall be so placed from without on any lot, said building shall comply in all respects with each and every provision of this declaration of conditions and restrictions relating thereto.

5. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any water, oil, natural gas, petroleum, asphaltum or hydrocarbon products or substances be produced or extracted therefrom, except that the owners hereinabove named reserve the use of one or more lots on which they may maintain the necessary structures and tanks for the supplying of water in this subdivision.

6. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or on any building erected thereon, other than a name plate of the occupant of any residence upon which his professional title, if he is a physician or surgeon, may also be added, and provided no such sign or name plate shall exceed a size of two square feet; except that signs advertising the property by the undersigned owners, or his agents, during the development stage will be permitted.

7. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property, except that the undersigned owners may have elevated tanks for supplying the subdivision with water.

Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas and fuel oil, gasoline or oil, must be buried or walled in or kept screened by adequate planting to conceal them from the neighboring lots, roads or streets. All evaporative coolers and air conditioning units shall be installed only on the side of the building and not on the roof. Clothes lines, equipment, service yards, wood piles or storage piles shall be walled in or kept screened by adequate planting or other means in such manner as to conceal them from the view of neighboring lots, roads or streets.

8. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious otherwise. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties.

9. No cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be kept or maintained on any part of said property. This restrictions shall not be construed however, as prohibiting the keeping of ordinary domestic pet fowls or animals upon said property, or as prohibiting the keeping of horses, provided owner keeps no more than three horses.

10. No lot or lots shall be subdivided except for the purpose of combining the resubdivided portions with another adjoining lot or lots, provided that no additional lot is created thereby. Any ownership or single holding by any person comprising part or parts of one or more adjoining lots shall, for all purposes of this declaration of conditions and restrictions, be deemed as constituting a single lot.

11. Every principal residence constructed on any lot shall have a fully enclosed floor area devoted to living purposes (exclusive of unroofed porches, garage and terraces) of not less than 1500 feet.

12. All building plans for any building, wall, fence, coping or other structure whatsoever to be erected on or moved upon or to any part of said property, and the proposed location thereof on any lot, and the exterior color scheme thereof, any changes after approval thereof, and any remodeling, reconstruction, alteration, or additions to any building or other structure on any lot in said property shall be subject to approval in writing of an architect or agent appointed from time to time by the undersigned, their successors and assigns, as their representative authorized for such purpose.

Before the owner of any lot shall commence the construction or alteration of any building, wall, fence, coping or other structure whatsoever on any lot, such owner shall submit to the architect or agent mentioned above two complete sets of plans and specifications for said structure, the erection or alteration of which is desired, and no structure of any kind shall be erected, altered, placed or maintained upon any lot unless and until the plans, elevations and specifications therefor have received the written approval of such architect or agent.

Such plans shall include a plot plan showing the location on the property in question of the building, wall, fence, coping or other structure proposed to be constructed or altered, together with the proposed color scheme thereof.

The architect or agent shall either approve or disapprove said plans and specifications within thirty days from the receipt thereof. One set of said plans and specifications, with the architect's or agent's approval or disapproval endorsed thereon, shall be delivered to the person submitting said plans and specifications by the architect or agent; and the other copy thereof shall be retained by the undersigned. If said architect shall fail in writing to approve or disapprove of such plans and specifications within thirty days after the delivery thereof to him, and no action has been instituted to enjoin the doing of the proposed work, the provisions of this paragraph shall be deemed waived.

Said architect or agent shall have the right to disapprove any plans and specifications submitted to him as aforesaid if such plans and specifications are not in accordance with all of the provisions of this declaration or if, in the opinion of the architect or agent, the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, or if the plans and specifications are incomplete. The decision of such architect or agent shall be final.

Neither the undersigned nor any architect or agent of the undersigned shall be responsible in any way for any defects in any plans or specifications submitted in accordance with the foregoing, nor for any structural defects in any building or structure erected according to such plans or such specifications.

When 75% or more of the lots in said property have been sold by the undersigned, then at any time thereafter the owners of the majority of all lots contained in said property may organize a neighborhood association or committee. Such neighborhood association or committee shall succeed to all of the powers and authority of the undersigned as to the manner in which the matters covered by this paragraph shall be enforced.

13. Any building or structure other than a wall or fence erected or placed upon any lot, excluding uncovered terraces, steps, and/or roof projections at the eaves, shall be set back the following prescribed distances from lot lines:

a. Not less than 30 feet from any street lot line. Pedestrian walkways shall not be considered as streets for the purposes of this paragraph. The 30 foot front line set back as provided herein may be varied by the owners on lots facing a cul-de-sac, being Lots 17, 18, 19, 34 and 35.

b. Not less than 20 feet from any rear lot line.

c. No separate or detached garage shall be erected or placed within 30 feet of any street lot line. Stables shall be erected or placed to the rear of the residence.

14. Any wall, coping, or fence exceeding six feet in height may be erected or maintained only upon specific approval by the undersigned owners or their agent.

15. An easement and right-of-way in perpetuity is hereby reserved for the benefit of all lots in said property for the erection, construction, maintenance and operation of pole lines with the necessary cross arms for wires, for the transmission of electrical energy and land for telephone lines and telegraph lines and for the laying and maintaining of pipes, mains and conduits for the furnishing of water, gas, sewer, service or for other purposes, together with the right of ingress, egress and regress for the purpose of installing, maintaining, and reading gas, electric and water meters,

together with the further right to the undersigned to convey or lease the whole or any portion of such easement, right-of-way and right of ingress, egress and regress to any person or persons or to any corporation or municipal body, over, under, along, across, upon and through said lots.

16. The aforesaid provisions, conditions, restrictions and covenants, and each and all thereof, shall run with the land and continue and remain in full force and effect at all times and against all persons until January 1, 2000 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the owners of record of the lots in said subdivisions it is agreed to change the said covenants in whole or in part.

17. All provisions, conditions, restrictions and covenants 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 undersigned or other property owner shall have notified in writing the owner or lessee in possession of the lot upon which such breach has been committed to refrain from a continuance of such action and to correct such breach, shall warrant the undersigned or other lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted the Court may in its discretion award to the Plaintiff in such action his reasonable expenses in prosecuting such suit, including attorneys' fees.

Provided that any violation of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for the value as to any portion of said property. But such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

18. No delay or omission on the part of the undersigned or its successors or assigns in interest, as owner of the reversionary rights herein specified or the owner or owners of any other lot or lots in the said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants 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, their successors or assigns, 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, or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

19. In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

20. The present dwelling now located on Lot 3 is hereby excepted from these restrictions; provided, however, in the event the dwelling now located on such lot is removed, or razed, then any residence or building erected thereafter on such lot shall fully comply with all the provisions hereof.

21. In the event Lots 4 to 7 or any portion of such lots, are rezoned at any time hereafter to any other classification by the proper municipal or county authority, then such lot or lots shall be excepted from and shall not be bound by the provisions hereof.

ARIZONA LAND TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUSTS NUMBERS 6217 and 5874,

By _____
Trust Officer

ATTEST:

_____

STATE OF ARIZONA)
) ss:
COUNTY OF PIMA)

This instrument was acknowledged before me this 14th day of December, 1962, by D. H. GOODER and _____ the Trust Officer and _____, respectively of ARIZONA LAND TITLE AND TRUST COMPANY, a corporation, as an act of such corporation, as Trustee under Trusts Numbers 6217 and 5874.

_____
Notary Public

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Page 137 to 142 Records

Pima County, Arizona

By _____ Deputy

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MILAGROSA HILLS
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AMENDMENT TO DECLARATION OF ESTABLISHMENT

CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ARIZONA LAND TITLE AND TRUST COMPANY, as TRUSTEE under Trusts numbers 6217 and 5874, hereinafter referred to as the owner, being the owner of the following described real estate situated in Pima County, State of Arizona:

> MILAGROSA HILLS, a subdivision in 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 16 of Maps and Plats, at Page 59 thereof,

DOES HEREBY CERTIFY AND DECLARE that it has established, and does hereby establish this Amendment to the Declaration of Establishment of Conditions and Restrictions of the general plan for the improvement, development, ownership, use and sale of said property so owned by it, this Amendment to be as fully effective as the original Declaration of Establishment of Conditions and Restrictions herein, dated December 14, 1962, recorded December 17, 1962 in Docket 2030, page 137 of the records of the Recorder's Office of Pima County, Arizona, said Amendment being as follows, to-wit:

1. An easement and right-of-way in perpetuity is hereby reserved, for the benefit of all lots in said property, along all property lines for use of underground utilities, including laying and maintaining of pipes, mains and conduits for the furnishing of water, gas, sewer and other utility purposes underground.

DATED, this 11th day of February, 1963

ARIZONA LAND TITLE AND TRUST COMPANY,
AS TRUSTEE UNDER TRUSTS NUMBERS
6217 and 5874.

By _____
Trust Officer

STATE OF ARIZONA)
) ss:
COUNTY OF PIMA)

This instrument was acknowledged before me this 11th day of February, 1963, by D. H. COMER, Trust Officer of ARIZONA LAND TITLE AND TRUST COMPANY, a corporation, as an act of such corporation, as Trustee under Trusts Numbers 6217 and 5874.

_____
Notary Public

My commission expires:
2-12-63

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