



Covenants, Conditions, and Restrictions (CCRs) for MI TIERRA

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.

**DECLARATION OF ESTABLISHMENT
OF CONDITIONS, RESERVATIONS
AND RESTRICTIONS**

Applying to

/ **MI TIERRA SUBDIVISION**

An addition

To the City of Tucson, County of Pima, State of Arizona, as shown by the map or plat of said subdivision of record in the office of the County Recorder of Pima County, Arizona, recorded on the 9th day of June, 1961, in Book 15 of Maps and Plats at page 85 thereof.

by EVO DE CONCINI and ORA DE CONCINI, husband and wife.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned owners of MI TIERRA SUBDIVISION, as above described, 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 MI TIERRA SUBDIVISION 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 MI TIERRA SUBDIVISION owned by the undersigned, and shall apply to and bind the purchasers of any portion or portions of said MI TIERRA SUBDIVISION 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 subdivision of MI TIERRA 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. Blocks one (1) and two (2) may be used for retail business purposes and also for residential purposes, including apartment dwellings.
2. Lots 1 to 32 inclusive shall be used exclusively for residential purposes, including duplex buildings.
3. All buildings must be set back at least twenty-five (25) feet from the front property line. All private residences and duplex buildings shall not be set back further than thirty-five (35) feet from the front property line, nor nearer than eight (8) feet to any side line of a lot within seventy-five (75) feet of the front property line.
4. Only one residence or duplex may be built on any of Lots numbered 1 to 32. No single residence may be built on any other portion of said MI TIERRA SUBDIVISION on a plot of land that has an area less than 7,000 square feet and a frontage less than 60 feet.

5. All private residences shall have a floor area of not less than 700 square feet. Carports, garages and porches are not to be included in the above floor area.

6. Garages and other out-buildings must be built of the same style and have the same architecture as the house to which they are appurtenant. No tin or galvanized-iron garages will be permitted.

7. The plans for all buildings erected on this subdivision must be approved by the undersigned or their authorized agent or assigns, as to value, conformity, material and elevations, before any construction will be permitted; or said plans must be approved by a committee of property owners within this subdivision, appointed by the undersigned for the purpose of protecting the interests of all the property owners within the subdivision.

8. No tents, shacks, trailers - automobile or otherwise, or temporary structures shall be used as temporary or permanent living quarters, whether prior to, or after the erection of a permanent dwelling; 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 or 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. Trailer courts will be permitted in Blocks one (1) and two (2).

9. 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 one lot within the meaning of the word "lot" as used herein.

10. No wooden fences shall be allowed nearer than twenty-five (25) feet to the front property line of any lot, and no fences, wall or other similar structures shall be built and no shrubbery or hedges shall be grown over four (4) feet high within twenty-five (25) feet of the front property line of any lot.

11. 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 of any portion of this addition, and no male fowl shall be kept or allowed to remain upon any portion of said addition.

12. All sewage disposal plants and/or appurtenances thereto must conform with the standards of the Pima County Health Department, the State Health Department, or any other law-enforcing agencies having jurisdiction thereof.

13. The undersigned reserve all easements unto themselves, as shown on the recorded map of said subdivision.

14. 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 January 1, 1985, at which time said covenants may be extended for successive

periods of ten (10) years by a vote of the majority of the then owners of the lots, with each owner voting in proportion to the square footage of the ground he owns.

15. The undersigned or their successors in interest shall have the right from time to time to change these restrictions, provided fifty-one (51) per cent of the private property owners, including the undersigned, agree to such changes. Said fifty-one per cent to be based on a square footage of ground owned basis, and not on assessment value or a per capita basis.

16. In the event any lawsuit 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 for all costs.

17. This declaration of conditions, restrictions, reservations or covenants hereby established shall apply to the owners of any of said property, and the said provisions, conditions, restrictions, reservations 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 undersigned or their assigns, or by other owners of lots in said subdivision, but by no other persons.

18. 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, if any, 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.

19. 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 MI TIERRA SUBDIVISION 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 of said provisions, conditions, restrictions, covenants or reservations or for imposing restrictions herein which may be unenforceable.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 23 day of July, 1962.


EVO DE CONCINI

ORA DE CONCINI

By 
Her Attorney-in-Fact

STATE OF ARIZONA)
 : SS.
COUNTY OF PIMA)

This instrument was acknowledged before me this 23rd day of July, 1962, by Evo De Concini, individually, and Evo De Concini at attorney-in-fact for Ora De Concini, his wife.



Judith A. Gray
Notary Public

My commission expires Sept. 22, 1964.

INDEXED	CORRECTED	CORRECTED	FILED
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ASCCELLANEOUS

State of Arizona } ss.
County of Pima }

I hereby certify that the within instrument was filed for recording as requested.

Evo De Concini

A. D. 19

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Witness my hand and Official Seal

Day and year above written.
ANNA SULLINGER, County Recorder

By Anna Sullinger
Deputy

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