



## Covenants, Conditions, and Restrictions (CCRs) for ROSE HILL ESTATES

Recorded by Pima County Recorder's Office in 1957

### 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 RESTRICTIONS

Trust No. 6033

KNOW ALL MEN BY THESE PRESENTS:

That PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of all of the following described premises, situated within the County of Pima, State of Arizona, to-wit:

Lots 1 to 48 inclusive of ROSE HILL ESTATES, according to the plat of record in the office of the County Recorder of Pima County, Arizona, in Book 12 of Maps and Plats, page 47 thereof;

DOES HEREBY DECLARE AND ESTABLISH the following general plan for the improvement, development, ownership, use and sale of said property and each and every part thereof, as above described, and the manner, provisions, conditions, restrictions and covenants upon and subject to which said property and each and every lot thereof shall henceforth be used, improved, occupied, owned, sold and conveyed, which plan supercedes any previously recorded plan of restrictions, and all of which shall be binding upon and inure to the benefit of the owner 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 owner 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 said property as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements, as follows to-wit:

1. 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, guest houses or other outbuildings, 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.

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 shall be erected, placed, permitted or maintained on any lot.

No room or rooms in any principal residence, nor any accessory buildings, or parts thereof, may be 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 outbuilding 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 herein set forth, 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 nor other building or structure shall be erected, placed or maintained on any lot until the construction and completion of the principal residence thereon, except that the necessary outbuildings, garage, 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 a part of such residence.

4. No advertising signs (except one "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of said lots, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any lot in said Rose Hill Estates.

5. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property. Any tanks for use in connection with any residence construction on said property, including 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 or other air conditioning units or towers, 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.



6. 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 or the occupants of surrounding properties.

7. No livestock or poultry shall be kept on any of said lots, and no store, office or other place of business of any kind, and no hospital, sanitarium or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon or other place of entertainment shall ever be erected or permitted upon any of said lots, or any part thereof, and no business of any kind or character whatsoever shall be conducted in or from any residence on said lots.

8. None of said lots shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of such lot as shown by the plat of Rose Hill Estates, except for public utilities, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership having the same or a greater street frontage than the street frontage shown on the plat of Rose Hill Estates for any one of the lots portions of which are so conveyed or encumbered as shown by the plat of Rose Hill Estates, or having a less area than any one of the lots portions of which are so conveyed or encumbered. Thereafter, such parts of adjoining or contiguous lots in such common ownership, shall, for the purposes of these restrictions, be considered as one lot. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any such lot shall, for the purpose of this provision, be treated as a whole lot.

9. Every principal residence constructed on any lot shall have a fully enclosed floor area devoted to living purposes (exclusive of porches, terraces, garage or other outbuildings) of not less than 1,500 square feet.



10. No structure shall be commenced or erected on any of said lots until the design and location of such structure and the kind of materials to be used in such structure have been approved, in writing, by a committee of three (3) persons - Richard L. Short, Elma L. Short, and Frank DeHoney, which committee shall act until 75% of the said lots have been sold and then by a committee elected by a majority of the then owners of said lots in said Rose Hill Estates. Prior to the sale of 75% of said lots, and in the event of the death, resignation or incapacity of any member or members of the committee to act, the remaining member or members of such committee shall have full power to appoint a new member of the committee to act in lieu of such deceased, resigned or incapacitated member. Any two of the members of such committee may pass upon such design, location or kind of materials. In the event there is no committee in existence under either manner of appointment or election, or in the event such committee fails to approve or disapprove such design and location, or the kind of materials to be used in such structure, within thirty days after written request so to do, such request to be filed with the committee, then such approval of the committee will not be required; provided the design, location and kind of materials and the buildings to be built on said lots shall be governed by all of the restrictions herein set forth and said buildings shall be in harmony with existing buildings and structures in the immediate vicinity in said subdivision.

11. 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. Corner lots, fronting on two streets, shall be considered as having two street lot lines, one of which may not be closer than 10 feet.
- (b) Not less than 10 feet from any side lot line.
- (c) Not less than 40 feet from the center line of any alley or easement abutting any said rear lot line, except that where the rear lot line of one lot is also the side lot line of an adjoining lot, the minimum setback provided for side lot lines shall apply to both sides of said lot line.
- (d) No separate or detached garage shall be erected or placed within 20 feet of any street lot line, nor at any location which has not previously



been authorized in writing by the committee provided for in paragraph 10.

12. No wall, coping or fence exceeding 6 feet in height may be erected or maintained on any lot; and no wall, coping, fence or hedge which extends forward of the prescribed street setback line shall be constructed, maintained or permitted to grow to a height exceeding 4 feet. Boundary planting along side and rear lot lines, except trees, shall not be permitted to grow higher than 10 feet.

13. Anything hereinabove contained to the apparent contrary notwithstanding, the following specific provisions, conditions, restrictions and covenants as to the manner in which certain below mentioned lots may be improved and used shall govern and control:

(a) All lots in this subdivision shall be subject to any provisions of the Pima County Zoning Ordinance and its amendments if said provisions as applied to said lots are more restrictive than the conditions or restrictions set forth herein, or establish rules and regulations not covered by this instrument.

14. 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, 1980, at which time they shall terminate and end and thereafter be of no further legal or equitable effect on said property or any owner thereof unless prior to January 1, 1980, 75% of the owners of record of the lots in said subdivision shall by written instrument duly recorded declare a continuation or modification of the same.

15. 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 branch 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 owners 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 attorney's 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 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.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the PHOENIX TITLE AND TRUST COMPANY, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signatures of its duly authorized officers, this 29<sup>th</sup> day of July, 1957.



PHOENIX TITLE AND TRUST COMPANY, AS TRUSTEE

By

W. B. Bercke  
Vice President

Attest

W. D. [Signature]  
Assistant Secretary

IN WITNESS WHEREOF, A. Ludwig Lindberg and Alice M. Lindberg, husband and wife, as mortgagees in that certain mortgage dated March 16, 1956 and recorded in Docket 963, page 492, do hereby set their hands and seals hereunto acknowledging and declaring these Restrictions, this 29<sup>th</sup> day of July, 1957.

A. Ludwig Lindberg  
A. Ludwig Lindberg

Alice M. Lindberg  
Alice M. Lindberg



By [Signature] Deputy Recorder