



Covenants, Conditions, and Restrictions (CCRs) for HERMOSA HILLS ESTATES

Recorded by Pima County Recorder's Office in 1961

DISCLAIMER

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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
OF HERMOSA HILLS ESTATES

KNOW ALL MEN BY THESE PRESENTS:

THAT GERHARD MULLER CONSTRUCTION CO., INC., an Arizona corporation AND THAT ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, as TRUSTEE under Trust Agreement No. 6110-T, hereinafter referred to as Owner, being the owner of all that certain tract of land situate in the County of Pima, State of Arizona, described as follows, to-wit:

Lots 1 through 115 inclusive, excepting Lots A and B, HERMOSA HILLS ESTATES, a Subdivision of Pima County, Arizona, according to the Plat of record in the office of the County Recorder of Pima County, Arizona, in Book 15 of Maps and Plats, Page 74.

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 lots shall be used, improved, occupied, owned, sold and conveyed, and does hereby declare that henceforth said lots 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 parcel thereof as the dominant tenements, as follows, to-wit:

(1) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

(2) 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 as specifically required by a water company having franchise rights thereon.

(3) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(4) No temporary 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 part of

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said property shall be occupied in any manner at any time prior to its being fully completed; provided, however that during the actual construction or alteration of a building on any lot, necessary temporary buildings for the storage of material, etc., may be erected and maintained by the person doing such work.

Any building erected shall be of good quality construction and good architectural design, the general appearance, color and finish shall be appropriate, and not detrimental, to a good residential district.

No building may be erected until the plans and specifications therefor have been approved by the undersigned or their successors in interest. If no action has been taken on said plans and specifications by the undersigned, or their successors in interest, within thirty (30) days after submittal thereof, this failure to act may be construed as approval.

The work of construction of any building on any part of said property shall be prosecuted diligently from the commencement thereof until the completion thereof.

(5) No horses, cattle, sheep, goats, hogs, rabbits, poultry or other livestock shall be kept or maintained upon any part of said property. This paragraph shall not be construed, however, as prohibiting the keeping of ordinary domestic pet animals upon said property, provided that they are not kept, bred, or maintained for any commercial purpose.

(6) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(7) No building of any nature shall be removed from without said property to any lot without the written consent of the Owner, its authorized agent or architect.

(8) No building shall be located on any lot, the front walls of which are closer than twenty (20) feet to the front lot line, or nearer than eight (8) feet to any side street line. No building shall be located nearer than six (6) feet to an interior lot line, except that no interior side yard shall be required for a garage or carport located seventy-five (75) feet or more from the front lot line. No dwelling shall be located nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps and unroofed open porches or patios shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than Eight Thousand (8000) square feet.

(9) The ground floor area of the main structure, exclusive of one-story open porches and garages, of any dwelling erected on any lot indicated herein, shall be not less than one thousand (1000) square feet for a one-story dwelling, nor less than twelve hundred (1200) square feet for

a dwelling of more than one story.

(10) 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 an Architectural Committee consisting of GERHARD MULLER and FLORENCE MARY MULLER, or their successors in interest, two complete sets of plans and specifications for the building, wall, fence, coping or other 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 Architectural Committee. Such plans shall include a plat plan showing the location on the property in question of the building, wall, fence, coping or other structure proposed to be constructed or altered. The Architectural Committee shall either approve or disapprove said plans and specifications within thirty (30) days from the receipt thereof. One set of said plans and specifications with the Architectural Committee's approval or disapproval noted thereon shall be delivered to the person submitting said plans and specifications to the Architectural Committee, and the other copy thereof shall be retained by the owner. If said Architectural Committee shall fail to approve or disapprove of such plans and specifications in writing within thirty (30) days after the delivery of same to it, and no action has been instituted to enjoin the doing of the proposed work, the provisions of this paragraph shall be deemed waived. The said Architectural Committee shall have the right to disapprove of such plans and specifications submitted to it, 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 Architectural Committee, the design of the proposed building or other structure is not in harmony with the general surrounding of such lot or with adjacent buildings or structures. The decision of such Architectural Committee shall be final. Neither the undersigned nor any agent of the undersigned nor any architect appointed by the undersigned shall be responsible in any way for any structural defects in any plans and/or specifications submitted in accordance with the foregoing nor in any building or structure erected in the lots covered by this Declaration until all lots have been sold by the undersigned, then at any time thereafter the owners of said lots sold by the undersigned may organize a committee to supersede the undersigned as to the manner in which the matters covered by this paragraph hereof shall be enforced.

(11) Overhead easements from eight feet skyward for installation and maintenance of utilities are reserved over the rear five feet of each lot. Easements for drainage facilities are reserved as shown on the recorded plat. Within these drainage easements, no structure, plating or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

(12) 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, 1998, at which time they shall be automatically extended for a period of ten (10) years and thereafter for successive ten year periods, unless on or before the end of one of such extension periods the owners of a majority of the lots in said subdivision shall by written instrument, duly recorded, declare the termination or modification of the same.

(13) 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 (30) days from and after the date that the owner or other property owners shall have notified in writing the owner or lessee in possession of any lot upon which a 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 attorney fees; provided, however, 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 persons 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 by deed in lieu of foreclosure.

(14) No delay or omission on the part of the owners or owner of any lot or lots in 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 or shall any action be brought or maintained by anyone-whomsoever against the undersigned for or on account of the failure or neglect of the undersigned to exercise any right, power or remedy herein provided for in the event of any such breach of any said provisions, conditions, restrictions or covenants or for imposing herein conditions, provisions, restrictions or covenants which may be unenforceable.

(15) 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.

(16) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines,

or in case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(17) Protective screening areas are established as shown on the recorded plat, including a two (2) foot strip of land on the residential lots along the property lines adjacent to Lot A and B. Except as otherwise provided herein regarding street intersections in paragraph #16 of these restrictions, planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

GERHARD MULLER CONSTRUCTION CO., INC., an Arizona corporation AND IN WITNESS WHEREOF, the ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, 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 signature of its duly authorized officer, this 6th day of April 1961.

GERHARD MULLER CONSTRUCTION CO., INC., an Arizona corporation

BY: Gerhard Muller
President

ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, as TRUSTEE under Trust No. 6110-T.

BY: [Signature]
Trust Officer

STATE OF ARIZONA }
County of Pima } SS.

On this, the 6th day of April, 1961, before me, the undersigned officer, personally appeared D. M. Gooder who acknowledged himself to be the Trust Officer, of Arizona Land Title and Trust Company, an Arizona Corporation and that he, as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Trust Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Betty Jean Dygert
Notary Public



My Commission Expires: July 7, 1962

STATE OF ARIZONA) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 12th day of April, 1961, by GERHARD MULLER, as President of GERHARD MULLER CONSTRUCTION CO., INC., an Arizona corporation, as the Agt of such corporation.



Betty Jane Dygert
Notary Public

(My Commission Expires: July 7, 1962)

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of ARIZONA LAND TITLE & TRUST CO.
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Page 264-269
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ANNA S. SELLMEYER, County Recorder
By Betty Jane Dygert

BOOK 1763 PAGE 209