



Covenants, Conditions, and Restrictions (CCRs) for HUNTINGTON PARK 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.

MEMORANDUM OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That JEN-LOR HOMES, INC., a corporation, hereinafter referred to as owner, being the owner of that certain tract of land situate in the County of Pima, State of Arizona, described as follows, to wit:

Lots 14 thru 176 inclusive of Huntington Park, a subdivision of Pima County, Arizona, according to the official Map or Plat thereof of record in the office of the County Recorder, Pima County, Arizona, in Book 15 of Maps and Plats at Page 48 thereof,

and desiring to establish the nature of the use and enjoyment of said property, does hereby declare that the following conditions, restrictions and stipulations shall apply to all of the above referred to lots in said sub-division, and further declare that all conveyances of said lots in said sub-division shall be subject to the following conditions, restrictions and stipulations:

1. All improvements and construction on said lots shall meet with the minimum Federal Housing Administration or Veterans Administration, or applicable City or County construction requirements.

2. That said property and the whole thereof, except as otherwise provided for herein, shall be used for private residential purposes only, subject to the provisions of Paragraph 4 hereof.

3. No structure whatsoever other than a single-family Ranch Style one-level, bi-level, tri-level or split-level private residence, with customary out buildings, including but not necessarily limited to a guest house or maids' quarters, in connection therewith, and a private garage or carport for not more than two cars, shall be erected, placed, or maintained on any of the above described lots. No such building shall exceed two-stories in height.

4. No business of any kind, type, or nature shall be conducted on any part of said property, and no buildings or structures intended for, or adapted to, business purposes shall be erected,

BOOK 2006 PAGE 127

placed, permitted or maintained on said property, or any part thereof, except that any physician, dentist, attorney, engineer, architect, accountant or other professional person, may maintain an office for his practice in conjunction with his residence. No residence, garage, or outbuilding placed or erected upon said property shall be occupied in any manner while in the course of construction, or at any time prior to its being fully completed. This paragraph is subject to the terms and conditions of Paragraph 11 hereof pertaining to modification of restrictions.

5. No trailer shall be used as a residence temporarily or permanently on any of the said lots.

6. No residence building shall be erected, permitted or maintained on any lot which shall have a floor area of less than one thousand (1,000) square feet, such floor area to be exclusive of open porches or attached garages or carports.

7. All buildings and structures placed on any lot shall be located in accordance with the then existing requirements of the City of Tucson or Pima County, whichever is applicable, zoning ordinances as amended from time to time, on such applicable zoning ordinance as said property shall be subject to, and the issuance of a permit under said ordinance and the construction of said buildings or structures in accordance with such permit shall be construed as compliance with this section.

8. No building or structure erected, built or placed upon any part of said property, excepting the front steps and roof projection at the eaves thereof, shall be located closer than authorized by the existing zoning ordinances which the property may be subject to at that time.

9. No cesspools shall be constructed, used or maintained in connection with any residence upon any of the property.

10. No cattle, horses, sheep, hogs, poultry, pigeons or rabbits, shall be kept on the said property, provided, however, that this restriction shall not be construed as preventing or prohibiting in any way the keeping of ordinary domestic animals.

11. Any type of construction material may be used in the

construction of houses, including but not limited to wood, masonry, block, brick or plaster, so long as the use of such material is not in violation of any applicable building ordinance, City, County or State.

12. The owner or owners of a majority of the lots in said subdivision shall have the right at any time to re-subdivide the premises owned by him or them, into lots larger or smaller than the original lots as shown by the map or plat of this subdivision.

13. It is expressly understood and agreed that the said Huntington Park Subdivision has been platted and laid out as a choice and attractive residential district, and that these covenants and restrictions are made for the lots herein described and each of them are to run with the land and shall inure to the benefit of, and be binding upon all parties or persons claiming under them until March 1, 1990, at which time such covenants and restrictions shall be automatically extended for successive periods of five (5) years unless, by a majority vote of 50% of the owners or owner of Lots in said subdivision with one vote per lot owned it is agreed to change said restrictions and covenants in whole or in part.

If any person shall violate or attempt to violate any of the said covenants or restrictions herein before March 1, 1990, or at such later time as may be set up by the provisions of the preceding paragraph, it shall be lawful for any other person owning any other lot or building site in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from doing so, or recover damages for such violation.

Should any of the covenants or restrictions herein be held invalid or void, such invalidity or voidness shall not affect the rest of the covenants and restrictions contained herein.

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 provision, condition, restriction, and covenant, shall be enforceable against any portion of said property acquired by any person through foreclosure, or by deed in lieu of foreclosure.

IN WITNESS WHEREOF said JEN-LOR HOMES, INC., an Arizona corporation, has caused these presents to be signed by its duly authorized officers, and its corporate seal affixed, this 19 day of February, 1962.

JEN-LOR HOMES, INC.
By Jack E. Young
Jack E. Young, President

ATTEST:
Shirley Young
Shirley Young, Secretary

STATE OF ARIZONA }
COUNTY OF PIMA } ss.:

On this 19 day of February, 1962 before me, the undersigned, personally appeared JACK E. YOUNG and SHIRLEY YOUNG, the President and Secretary respectively of JEN-LOR HOMES, INC. and that they, as such officers, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

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



My commission expires: 2/24/65

Elizabeth De Maris
Notary Public

Witness my hand and Official Seal
ANN STILLINGEN, County Recorder
By Ann Stillingen
Deputy

Date: 1962 OCT 19 PM 3:47
Book 2006 Page 127-130
I hereby certify that the within instrument was filed for record as requested
HERSCHEL VEE STATE RECORDER & CLERK

FILED	COPY	INDEXED
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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