



Covenants, Conditions, and Restrictions (CCRs) for MELODY LANE ESTATES NO 2

Recorded by Pima County Recorder's Office in 1961

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
AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That JAMEY DEVELOPMENT CO. INC., an Arizona corporation, hereinafter referred to as "Owner", being owner of all that certain tract of land situate in the County of Pima, State of Arizona, more particularly described as follows, to wit:

(5) Lots 1 through 45 of MELODY LANE ESTATES #2, a subdivision of 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 15 of Maps and Plats, at Page 34 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 building sites as hereafter defined in said subdivision, and further declares that all conveyances of these building sites shall be subject to the following conditions, restrictions and stipulations:

1. No lot shall be used except as for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling together with customary carports or garages to be in conjunction with said dwelling.

2. 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 5500 square feet.

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

4. No residential building shall be erected, permitted or maintained on any building site which shall have a ground floor area of less than nine hundred (900) square feet, such ground floor area to be exclusive of open porches or attached garages or open carports.

5. No building shall be located on any lot nearer than twenty (20) feet to the front line thereof, and any improvements on said lot shall be authorized not nearer than twenty (20) feet to the front line. No building shall be located nearer than five (5) feet to any inside or interior side line, except in the case of corner lots where there shall be a ten (10) foot setback from the side line, with the exception of lots Nos. 9, 27, 45, 18 and 26, wherein no building shall be located nearer than eight (8) feet from the side street line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

6. No cesspools shall be constructed, used or maintained in connection with any residence upon any lots in this subdivision.

7. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

8. The owner or owners of the majority of the "building sites" shall have the right at any time to re-subdivide the premises owned by him or them into lots larger than the building site as herein defined.

9. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not less 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.

10. No oil drilling, oil development operations, oil refining,

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quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oilwells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of thirty years from the date these covenants are recorded in the office of the County Recorder of Pima County, Arizona, after which time said covenants shall be automatically extended for successive periods of ten years, unless during the term thereof, or during the period of such extension, an instrument, duly signed by a majority of the then owner or owners of the lots has been recorded, agreeing to change said covenants in whole or in part. So far as this provision is concerned "owner" shall be construed to mean the owner of one lot, and in the event the person or corporation owns more than one lot, he shall be entitled to one vote for each lot owned by such person or corporation.

12. The enforcement of these conditions, covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation or to recover damages.

13. Invalidation of any one of these covenants by judgment or Court Order shall in nowise affect any of the other provisions which shall remain in full force and effect.

14. 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.

IN WITNESS WHEREOF, said JAMEY DEVELOPMENT CO. INC., an

Arizona corporation, as an act of the corporation has caused these presents to be signed by its duly authorized officer, and its corporate seal affixed, this 4 day of August, 1961.

JAMEY DEVELOPMENT CO. INC.

That JAMEY DEVELOPMENT CO. INC. a corporation, hereinafter referred to as the corporation, By: Melvin Zuckerman President

that certain tract of land situate in the County of Pima, State of Arizona, more particularly described as follows, to wit:

Plots 1 through 30 of MEADOW LANE ESTATES, a subdivision of Pima County, Arizona, according to the Map or Plat thereof of record in the County of Pima, Arizona, in Book 15 of Maps and Plans, at Page 34 thereof.

On this 4 day of August, 1961, before me, a notary public, personally appeared MELVIN ZUCKERMAN, who acknowledged himself to be the President of JAMEY DEVELOPMENT CO. INC. a corporation and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing the name of the corporation by himself, as such officer.

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

My commission expires: 3-30-65

Ronald B. Hensch
Notary Public



No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the narrowest building

line, nor shall any lot having an area of less than one acre, be subdivided into lots, or any lot at any time be subdivided into lots.

Anna Sillencer
Deputy

Witness my hand and Official Seal
ANNA SILENCER, County Recorder

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I hereby certify that the within instrument was filed for record at request of Melvin Zuckerman
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State of Arizona }
County of Pima } 55.
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