Covenants, Conditions, and Restrictions (CCRs) for CAVALIER 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.

BOOK 1108 PAGE 512

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona

No. 19534
Book 1108 Page 512
Date: 1957 MAR 27 AM 9:14
Request of: ARIZONA LAND TITLE & TRUST CO

Witness my hand and Official Seal.
ANNA SULLINGER, County Recorder
By Deputy
Fee:

Indexed	Plotted	Notified

MISCELLANEOU

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ARIZONA LAND TITLE & TRUST COMPANY, an Arizona corporation, as TRUSTEE, being the owner of all of the following-described premises, situate within the County of Pima, State of Arizona, to-wit:

Lots 1 through 125, both inclusive, of CAVALIER ESTATES, 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 12 of Maps and Plats at Page 28 thereof;

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. All of said lots in said CAVALIER ESTATES shall be known and described as single-family residential lots.

2. All structures on said lots shall be of new construction and no buildings shall be moved from any other location onto any of said lots.

3. No garage or other building whatsoever shall be erected on any of said lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the restrictions as herein contained. Prior to the erection or after the erection of such dwelling house, no garage or other outbuilding shall be used for residential purposes.

4. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single-family dwelling not to exceed one story in height and a private garage not to exceed one story in height for not more than two cars, and a guest house or servant quarters for the sole use of actual non-paying guests or actual servants of the occupants of the main residential building.

5. No dwelling house containing two bedrooms and having a ground floor area of less than 850 square feet, exclusive of open porches, pergolas or attached garage, if any, and no dwelling house containing three (3) or more bedrooms and having a ground floor area of less than 900 square feet, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any of said lots; such dwelling houses shall be of masonry construction with decorative redwood panelling if desired. This paragraph shall not apply to any temporary building used for storage or watchman during the progress of construction continuously prosecuted.

6. The lines of the walls nearest the front property line of any dwelling house or any garage incident thereto, built on any lot, shall not be closer than twenty-five (25) feet from the front property line, and the side walls thereof shall not be closer than seven (7) feet to the side lot line on interior lots, and on corner lots the walls of any such structure shall not be closer than fifteen (15) feet to the side street line of such lot, nor closer than five (5) feet to the interior lot line of such corner lot, provided that this side lot line restriction shall not prevent the projection of cornices, eaves and coolers

5220-5

to a depth of not more than three (3) feet from the side wall lines, but no such projection shall be closer than two (2) feet to any lot line; and provided further, that this side line restriction shall not prevent the construction of an open porch or porte-cochere to a point not closer than three (3) feet to the side lot line, other than the side lot line on the street side of a corner lot; and provided further, that this side line restriction shall not apply to a garage detached from the main building and located on the rear one-third (1/3) of a lot, except that no such garage shall be erected or altered on a corner lot so as to be closer to the side lot line on the street side of such lot than fifteen (15) feet.

7. No solid wall or no fence over two and one-half (2½) feet high shall be constructed or maintained nearer to the front street line of any of said lots than the front walls of the building erected on such lot, and in the case of a lot on which no residence has been constructed, no solid wall or no fence over two and one-half (2½) feet high shall be constructed or maintained closer than twenty (20) feet to the front lot line of any lot. No side or rear fence and no side or rear wall, other than the wall of the building constructed on any of said lots, shall be more than six (6) feet in height. No hedge more than three (3) feet in height shall be permitted closer than twenty (20) feet to the front lot line of any lot.

8. None of said lots shall be used for residential purposes prior to installation thereon of water flush toilets, and all bathroom, toilets or sanitary conveniences shall be inside the buildings permitted hereunder. Until such time as sewers may be available, all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools constructed according to standard FHA specifications. The cesspool shall be deep enough to prevent water from coming to the surface. When and after sewers are available, then all such toilets, bathrooms and sanitary conveniences thereafter installed shall be connected to such sewer systems.

9. 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 Cavalier 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 Cavalier Estates for any one of the lots portions of which are so conveyed or encumbered as shown by the plat of Cavalier 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.

10. 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 of 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. Nothing herein contained shall be held to prevent a professional man from using one or more rooms of a private residence building as his office, if said residence building is constructed for and occupied as a private residence.

11. 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 Cavalier Estates.

5220-T

12. No structure of any kind or nature shall be erected, permitted or maintained on, over or across the easement for utilities as shown on the plat of Cavalier Estates.

13. Any incinerator for trash disposal shall be erected or placed on the rear one-fourth (1/4) of the lot on which located and at least twelve (12) feet from any side lot line.

14. 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 E. J. Moore Construction Company, Incorporated, its agents or assigns, who shall act until ninety per cent (90%) 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 Cavalier Estates. 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 (30) 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 the 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.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in Cavalier Estates until December 31, 1967, at which time said covenants shall be automatically extended for successive periods of ten years each unless by a vote of a majority of the then owners of the said lots in said Cavalier Estates it is agreed to change the said covenants in whole or in part.

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. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; provided, however, that a violation of these restrictive covenants or any one or more of them shall not affect the lien of a mortgage now of record or which hereafter may be placed of record upon said lots or any part thereof.

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 ARIZONA LAND TITLE & 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 26th day of March, 1957.

ARIZONA LAND TITLE & TRUST COMPANY,
an Arizona corporation, as TRUSTEE,

By: H. L. Badger
Vice President

STATE OF ARIZONA)
) ss.
County of PIMA)

This instrument was acknowledged before me this 26th day of March, 1957, by H. L. BADGER, as Vice President of ARIZONA LAND TITLE & TRUST COMPANY, an Arizona corporation, as an Act of such corporation.

NOTARY SEAL

MY COMMISSION EXPIRES:

March 13, 1960

Jean L. Hinds
NOTARY PUBLIC

5220-T