

WHITE MOUNTAIN LAKES UNIT NO. 10
DECLARATION OF ESTABLISHMENT OF
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee under Trust No. 95338, hereinafter referred to as Trustee, being the owners of all that certain tract of land situated in the County of Navajo, State of Arizona, described as follows, to-wit:

Lots 1 through 29 inclusive

of WHITE MOUNTAIN LAKES UNIT NO. 10, a subdivision of Navajo County, Arizona, according to the map thereof of record in the office of the Navajo County Recorder in Book 9 of Maps at Page 49;

DOES HEREBY CERTIFY AND DECLARE THAT TRUSTEE does hereby establish a general plan for the improvements, development, and ownership, use, sale and conveyance of said property and each and every part thereof, and does hereby establish the manner, conditions, restrictions and covenants upon and subject to which said property and each and every lot shown on said recorded map and plat as lying within said tract shall henceforth only be occupied, used, owned and conveyed subject to said restrictions, conditions, and covenants, all of which are herein fully set forth and all of which are for the benefit of the present and future owners of said lots; AND that said conditions, restrictions, and covenants shall each and all apply to and bind the successor in interest of the present and/or future owners and owner of said lots and all of the same; and that each of said restrictions, conditions, and covenants shall impose upon each and all of said lots a servitude in favor of each and every lot in the said property as a dominant tenement or tenements and that said conditions, restrictions, and covenants are as follows, to-wit:

1. The restrictions, conditions, and covenants shall apply to all lots in said property except as hereinafter specifically provided.

11. USES PERMITTED

The said lots in said subdivision are for, and may be used for the following described uses:

- a. Single Family and Multi-Family Dwellings
- b. Mobile Homes permitted on all lots.
- c. Lots may be resubdivided but cannot be less than 6,000 square feet.

III. EXCLUDED USES

The following uses are not permitted on any of the lots; mental hospitals or sanitariums, slaughter houses, foundries, tanneries or other factories of the type for the preparation or treatment of skins, hides or leather, tallow or rendering plants, fertilizer plants, chemical plants, heavy manufacturing, cemeteries, crematories, outdoor moving picture theatres, junk yards, salvage storage, and also fairs, carnivals and tent shows.

IV. SANITARY REQUIREMENTS

All buildings and structures on any and all lots, intended to be occupied as dwellings, shall be equipped with indoor standard flush toilets and all sewage and waste water produced on the premises shall be disposed of by adequate waste disposal systems of the "water carried" type. The design and adequacy of such proposed system shall be approved by the Navajo County Health Department in advance of any construction or alteration on the premises. No "out house" soil pit or privy type waste disposal or structures are permitted to be on any of the premises except temporarily during the course of construction of the building to be occupied. No business type building or structure, nor any land use, is permitted to be started, built, occupied or put to use without advance approval by the Navajo County Health Department as to the adequacy of the proposed waste and sewage disposal system. (The Navajo County Health Department has the authority, under the Rules and Regulations of the Arizona State Department of Health, Article 2, Part X, to refuse approval for construction of sewage disposal systems when the land use is of such nature that adequate and safe disposal cannot be expected.)

V. SET BACK LINES AND MINIMUM LOT SIZES

No structure or additions or appurtenances thereto, excepting waste disposal systems or parts thereof constructed with approval of the Navajo County Health Department, and signs where permitted, may be built, constructed or maintained except within the areas stated below: "Set back lines" are hereby described as measured from the exterior lot lines of the total contiguous property owned by the user or builder, to the closest part of the structure. "Minimum land area" for building units is described as the total area within the lot lines.

	SINGLE FAMILY USE LOTS	TRAILER LOTS 7,000 sq. ft. or more	TRAILER LOTS 6,000 sq. ft.
Front set back lines	20 ft.	20 ft.	20 ft.
Rear set back lines	10 ft.	10 ft.	10 ft.
Side set back lines	8 ft.	8 ft.	5 ft.
Minimum land use for one family dwelling unit	10,000 sq. ft.		

IV. GENERAL

1. All structures on said lots shall be of new construction, not exceeding 20 feet in height, excluding homes of A-Frame type of construction which may not exceed 24 feet in height, and no building shall be moved from any other location onto any of said lots with the exception of new pre-fabricated or pre-erected dwellings where the use thereof is permitted.

2. No permanent dwelling house or dwelling unit having a ground floor living area of less than 600 square feet, and no pre-fabricated or pre-erected dwelling of less than 350 square feet living area exclusive of open porches, pergolas, or attached garage, if any, shall be erected, permitted or maintained on any of said lots. Permanent dwellings shall be of masonry, stucco or insulated frame construction. All dwellings shall be set on permanent

foundations and piers. (This paragraph shall not apply to any temporary building used for storage or watchmen during the progress of construction continuously prosecuted.)

3. One large trailer considered as permanent family use and one small guest trailer permitted on each lot, for no longer than two weeks. The placing of any trailer under four hundred (400) square feet in Unit 10 must be approved by the WHITE MOUNTAIN LAKES Architectural Committee.

4. No garage or other outbuilding shall be used for permanent residential purposes; provided, however, that this restriction shall not prevent the inclusion of guest or servant quarters in such garage, or other outbuilding for the use of actual non-paying guests, or for actual servants of the occupants of the main residential building after its erection and occupation. Such quarters shall not be more than 450 square feet of living area.

5. No wall, fence or hedge over three (3) feet high shall be constructed or maintained on any dwelling use lot closer than twenty (20) feet to the front lot line of the lot. No side or rear fence or wall, other than the wall of the building constructed on any dwelling use lot shall be more than six (6) feet in height.

6. No Real Estate signs or "For Sale" signs other than those of the developer of WHITE MOUNTAIN LAKES may be erected or maintained on any lots before the date of January 1, 1973 without the written approval of the developer. No general advertising signs, billboards, unsightly objects or nuisance shall be erected or placed or permitted, and no abandoned autos or parts thereof, rubbish, used machinery or other such salvage or junk shall be placed or permitted to remain on any lot. Nor shall any premises be used in any way or for any purposes that may omit foul or noxious odors or which may endanger the health or unreasonably disturb the holder of any lot in said subdivision. Lot owners may erect or place one "For Rent" sign, or one identifying name plate, none of which may be larger than two (2) square feet or higher than four (4) feet, on any one lot.

7. No structure of any kind or nature shall be erected, permitted or maintained on, over or across the easements or reservations for utilities and/or drainage as shown on the subdivision map except by written permission of the TRUSTEE.

8. For the beautification of the area, no trees or growth of any kind shall be removed by a lot owner except as is necessary in construction of improvements. Removal of additional trees or growth shall be allowed only with the written permission of TRUSTEE.

10. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No weeds, underbrush, unsightly growth, refuse piles, junk piles, or other unsightly objects shall be permitted to be placed or to remain upon said lots; and in the event of any owner not complying with the above provisions that Declarant, or its successors and assigns, shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry will not be deemed a trespass.

11. All garbage or trash containers, oil tanks, bottled gas tanks, (other than those carried as an integral part of a house trailer) and other such facilities must be underground or placed in enclosed areas so as to not be visible from the adjoining properties, streets or river. Burning of trash or garbage will not be permitted on any lot.

12. All construction including residences, guest houses, boat docks, sheds or outbuildings must be approved in writing by the WHITE MOUNTAIN LAKES Architectural Committee. If approval is not obtained then any discrepancies so noted by said committee shall be corrected within thirty (30) days after written notice from the WHITE MOUNTAIN LAKES Architectural Committee and in the event of any owner not complying with the above provisions that Declarant, or its successors and assigns, shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

13. Horses, cattle, sheep and other livestock with exception of hogs and goats, are permitted on all lots of one and one-quarter ($1\frac{1}{4}$) acres or larger. Domestic pets only on lots less than one and one-quarter ($1\frac{1}{4}$) acre are permitted.

The foregoing restrictive covenants run with the land and shall be binding on all persons owning any of said lots in White Mountain Lakes Unit #10 until January 1, 1979, at which time said restrictive covenants shall be automatically extended for successive periods of ten years each, provided, however, the owners of 51% or more of the said lots may, by mutual agreement properly recorded in the office of the Navajo County Recorder, amend or remove the restrictive covenants in whole or in part at any time. Deeds or 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, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

TRUSTEE reserves the right from time to time to waive any of the restrictions herein contained as to any lot or lots by agreement with the lot owner, and TRUSTEE reserves the right from time to time to waive any restrictions as to any lot or lots which it then owns.

Violation of any one or more of the restrictive covenants contained herein shall not defeat or render invalid the lien of any mortgage now of record of which hereafter may be placed of record 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.

Any breach of the provisions, conditions, restrictions and covenants contained herein, if continued for a period of thirty (30) days from and after the date that the TRUSTEE, its successors or assigns, or any owner of any lot in said property, 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 breach and to correct same, shall warrant the TRUSTEE, its successors or assigns, or any owner of any lot in said property to apply to any court of law or equity, having jurisdiction thereof, for an injunction or other proper relief, and if such relief is granted, the court may in its discretion, award to the plaintiff in such action, his reasonable expenses including Attorney's fees. No delay or omission on the part of TRUSTEE, its successors or assigns or the owner of other lots in said property in exercising any right, power or remedy herein provided, in the event of any breach of the conditions, restrictions, covenants, or reservations herein contained, shall be construed as a waiver thereof and no right of action shall accrue nor shall any action be brought against TRUSTEE, its successors or assigns for or on account of any breach of said provisions, conditions, restrictions or covenants or for imposing restrictions herein which may be unenforceable by said TRUSTEE.

Invalidation of any one of these restrictive covenants by judgement or court order shall in no way affect any of the other provisions, which remain in full force and effect.

Dated this 3rd day of August, 1968

TRANSAMERICA TITLE INSURANCE COMPANY
OF ARIZONA, an Arizona corporation,
as Trustee Under Trust 95338, as Trustee
only and not in its corporate capacity.

#7059

FILED AND RECORDED AT THE REQUEST
TRANSAMERICA TITLE INSURANCE CO.

August 7th A.D. 1968 AT 1:25 O'CLOCK P.M.

By *K. D. Mattison*

IN DOCKET 288, Off. Records PAGE 136-140
RECORDS OF NAVAJO COUNTY, ARIZONA Inclusive

K. D. Mattison, Trust Officer

Clara A. Trobet RECORDER

BY _____ DEPUTY

STATE OF ARIZONA)
County of Maricopa)ss.

This instrument was acknowledged before me this 3rd day of August, 1968
by K. D. Mattison, as an Assistant Trust Officer of TRANSAMERICA TITLE INSURANCE
COMPANY OF ARIZONA, an Arizona corporation, as Trustee.

Mary H. Ernst
Notary Public



My Commission Expires May 14, 1972

WHEN RECORDED MAIL TO: Transamerica Title Company
P. O. Drawer 13028, Phoenix, AZ 85002
Attn: V. J. DeSanta, Jr.

WHITE MOUNTAIN LAKES UNIT NO. 10
AMENDMENT TO DECLARATION OF ESTABLISHMENT
OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona Corporation, as Trustee under Trust No. 95338, established conditions and restrictions affecting the real property hereinafter described; and

WHEREAS, the undersigned owners of lots in Unit #10 of White Mountain Lakes, a subdivision of Navajo County, Arizona, according to the map thereof of record in the office of the Navajo County Recorder in Book 9 of Maps at Page 49, desire the conditions and restrictions heretofore established to be amended as hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. That Paragraph 11 of Article IV of said Declaration of Establishment of Conditions and Restrictions, dated the 3rd day of August, 1968 and recorded in the office of the Navajo County Recorder, is hereby amended as follows:

11. (a) Burning of trash or garbage are not permitted on any lot.
- (b) All other conditions and restrictions contained in Paragraph 11 of Article IV above mentioned are hereby waived and of no force and effect as to those lots in said Unit #10 of White Mountain Lakes hereafter set forth opposite the names of the respective owners:

In all other respects, except as hereinabove set forth, the Declaration of Establishment of Conditions and Restrictions for White Mountain Lakes Unit No. 10, dated August 3, 1968 and recorded in the Navajo County Recorder's Office shall be and remain in full force and effect, and the terms and conditions thereof are hereby incorporated by reference and made a part hereof.

DATED this 2nd day of September, 1977.

TRANSAMERICA TITLE COMPANY,
as Trustee under Trust No. 95338,
bare legal title holder and not
personally,

By [Signature]
Trust Officer

Unit #10 of White Mountain Lakes, a Subdivision of Navajo County, Arizona, according to the map thereof of record in the office of the Navajo County Recorder, in Book 9 of Maps at Page 49.

Lot No.	Names of Owners
10	[Illegible]
11	[Illegible]
12	[Illegible]
13	[Illegible]
14	[Illegible]
15	[Illegible]
16	[Illegible]
17	[Illegible]
18	[Illegible]
19	[Illegible]
20	[Illegible]
21	[Illegible]
22	[Illegible]
23	[Illegible]
24	[Illegible]
25	[Illegible]

Fee # 70-797
RECORDED AT THE REQUEST OF
TRANSAMERICA TITLE CO.
January 28, A.D. 19 75 at 10:50 o'clock
A Bl in Docket 428 Pages(s) 596-
597-598
Official Records, Navajo County, Ar.
JAY H. TURLEY, Recorder
By *[Signature]* Deputy

BOOK 128 PAGE 597



