

When recorded mail to:
Transamerica Title Ins. Co.
P. O. Drawer 13028
Phoenix, Arizona 85002
Tr. No. 95338 ED

WHITE MOUNTAIN LAKES UNIT NO. 14
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 72

of WHITE MOUNTAIN LAKES UNIT 14 SUBDIVISION OF NAVAJO County, Arizona, according to the map thereof of record in the office of the Navajo County Recorder in Book 10 of Maps at Page 29 ;

DOES HEREBY CERTIFY AND DECLARE THAT TRUSTEE does hereby establish a general plan for the improvement, 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 or 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 Mult-Family Dwellings
- b) Any time after January 1, 1973 each lot may be subdivided into twelve (12) lots as shown on Exhibit 1 of these restrictions.

111. 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.

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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 system 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.

| | <u>Single Family Use Lots</u> |
|---------------------|-----------------------------------|
| Front Set Back Line | 20 Ft. |
| Rear Set Back Line | 20 Ft. |
| Side Set Back Line | 8 Ft. |

VI. 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 exceed 20 feet in height, and no buildings 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. House trailers are not permitted on any lots.

2. No permanent dwelling house or dwelling unit having a ground floor area of less than 1,000 square feet, and no pre-fabricated or pre-erected dwelling of less than 1,000 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 of less than 1,000 square feet of ground floor living area will be acceptable only upon written approval by the White Mountain Lakes Architectural Committee. Permanent

dwellings shall be of masonry, stucco or insulated frame construction. All dwellings shall be set on permanent foundations or piers. (This paragraph shall not apply to any temporary building used for storage or watchmen during the progress of construction continuously prosecuted.)

3. 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 living area.

4. 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.

5. 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 emit 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 on identifying name plate, none of which may be larger than two (2) square feet or higher than four (4) feet, on any one lot.

6. 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.

7. No animals, livestock, birds or poultry of any kind shall be raised, bred, or kept on any lot in WHITE MOUNTAIN LAKES UNIT 14; provided, however, that personal pets such as dogs, cats, or other household pets may be kept fenced or leashed at all times; provided further, that they shall be kept in such a manner as not to create a nuisance.

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.

9. During the construction of a permanent residence on residential lots, a house trailer or garage may be occupied and maintained on the premises for a period not to exceed six months where they are otherwise not allowed provided, however, such use will be permitted only if the trailer or garage is equipped with inside flush toilet and connected to an approved permanent waste disposal system. Construction on a permanent residence must be completed within one year.

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 shall 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 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 14 until January 1, 1980, 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.

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Trust records call to:
Continental Service Corporation
P. O. Box 500
Phoenix, AZ 85001
Trust No. 95338
ATTN: Gail S. Ross

WHITE MOUNTAIN LAKES UNIT NO. 14

AMENDMENT TO DECLARATION OF
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, James L. Jarvis, et al, Grace C. Hiney, Joan C. Martinez, Elaine T. Banahan, Merlyn Cundiff Thirkhill, Fresia U. Aros, Armando Aros, Jr., Helen M. Brown and Richard M. DeMott, John W. Black, Stewart Title and Trust of Tucson, Bryn Mawr Investment Company, W. J. Clemans III and Beth Y. Clemans, Mark T. Clemans, Richard E. Conley and Grace Struges, Elmway Investment Co., Inc., John W. Floyd, Jerome J. Feder and Elayne J. Feder, Neile Havens and Arna I. Havens, Esther L. Kerschaw, John Kai and Mamie Kai, Anne M. Pugh, R. Gra. Neds and Dorothy L. Neds, Joseph F. O'Betka and Betty O'Betka, Robert Poston and Patricia D. Poston, F. W. Shackelford and Juanita E. Shackelford, Clara M. Dlagman, Carrell M. Conley, Outpost Farm, Inc., Ray V. Gibson, Richard L. Keefe and Anne Keefe, John W. Black, R. D. McDonald, and Maria L. Urquides, are the owners of the beneficial interest in Continental Service Corporation, Trust Number 95338, being properly authorized so to act by the terms of the Trust, and Continental Service Corporation, as Trustee, solely as bare legal title holder and not personally, and acting at the proper direction of said Beneficiaries, does hereby amend the Declaration of Establishment of Conditions and Restrictions, dated April 16, 1970, recorded in Docket 320, pages 454 through 458 inclusive, affecting the real property herein described for the purposes as hereinafter set forth;

Lots 1 through 72

of WHITE MOUNTAIN LAKES UNIT 14 SUBDIVISION OF NAVAJO County, Arizona, according to the map thereof of record in the office of the Navajo County Recorder in Book 10 of Maps at Page 29;

WHEREAS, it is now desirable and necessary to amend said Declaration of Establishment of Conditions and Restrictions insofar as Sections (II-Uses Permitted, VI-General paragraphs 1, 2 and 13, paragraph 3) are concerned and by adding an additional provision.

NOW, THEREFORE, it is understood and agreed as follows: That said Section II in its entirety, VI paragraphs 1, 2 and 13, paragraph 3 are concerned and by adding an additional provision.

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) Any time after January 1, 1973 each lot may be subdivided into twelve (12) lots as shown on Exhibit 1 of these restrictions.
- c) Recreational Vehicle and self-contained Travel Trailers for a period not to exceed 120 concurrent days use per year with a minimum of 7 days removal between uses and that 3 Recreation Vehicle or Travel Trailer units are permitted to occupy the lots prior to any subdivision at any one time.
- d) Permanent mobile homes containing at least 400 square feet which must be skirted.

VI. GENERAL

1. All structures on said lots shall be of new construction with exception of used mobile homes which may be placed on the lot after obtaining permission of the Homeowner's Association. No structure shall exceed 20 feet in height, excluding homes of A-Frame type construction which may exceed 20 feet in height, and no buildings shall be moved from any other location onto any of said lots with the exception of new pre-fabricated or pre-erected dwellings or mobile homes where the use thereof is permitted.

2. No permanent dwelling house or dwelling unit having a ground floor area of less than 600 square feet, and no pre-erected dwelling or mobile home of less than 400 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 of less than 600 square feet of ground floor living area will be acceptable only upon written approval by the White Mountain Lakes Architectural Committee. Permanent dwellings shall be of masonry, stucco or insulated frame construction. All dwellings shall be set on permanent foundations or piers. (This paragraph shall not apply to any temporary building used for storage or watchmen during the progress of construction continuously prosecuted.) Recreational Vehicles may be of any size or design as long as they are not installed on a permanent basis.

WHITE MOUNTAIN LAKES ARCHITECTURAL COMMITTEE 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 WHITE MOUNTAIN LAKES ARCHITECTURAL COMMITTEE reserves the right from time to time to waive any restrictions as to any lot or lots which it then owns.

After the date hereof, each party who acquires any interest in all or any part of the property described herein, further agrees that upon such acquisition of any interest in all or part of the real property, said acquiring party shall look only to the other subsequent property owner or owners acquiring an interest in said property for any performance or relief deemed equitable or necessary for the enforcement of the covenants, conditions and restrictions contained herein.

DATED This 17 day of August, 1979.

AUTHORIZED COMMITTEE TO SIGN ON BEHALF
OF THE TRUST BENEFICIARIES

J. W. Schaefer
P. W. McDowell
Richard E. Conley

ACCEPTED AND APPROVED

CONTINENTAL SERVICE CORPORATION,
An Arizona Corporation, as Trustee
under Trust No. 95338 and not personally

BY: Charlotte A. Knell
Trust Officer

NOTARY PUBLIC
COUNTY OF PIMA
This instrument was acknowledged before me this 17 day of AUGUST, 1979,
by E. W. Shackelford and

Oliver M. Tye
Notary Public

My commission expires: 5-23-81

STATE OF ARIZONA)
) ss.
County of PIMA)

This instrument was acknowledged before me this 17 day of AUGUST, 1979,
by RED McDonald and

Oliver M. Tye
Notary Public

My commission expires: 5-23-81

STATE OF ARIZONA)
) ss.
County of PIMA)

This instrument was acknowledged before me this 17 day of AUGUST, 1979,
by Richard E. Conroy and

Oliver M. Tye
Notary Public

My commission expires: 5-23-81

STATE OF ARIZONA)
) ss.
County of)

Before me this _____ day of _____, 19____, personally appeared
who acknowledged himself to be a Trust Officer of the CONTINENTAL SERVICE 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,
as Trustee, by himself as such officer.

Notary Public

My commission will expire:

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

Notary Public

My commission expires:

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RECORDED AT THE REQUEST OF
TRANSAMERICA TITLE CO.

August 23, A. D. 1979 AT 3:05 O'CLOCK P.M.
IN BUCKET 566 Off. Records PAGE 970-972

RECORDS OF NAVAJO COUNTY, ARIZONA Incl.
JAY H. TURLEY RECORDER

BY Dorothy Ray DEPUTY



BUCKET 566 PAGE 312