

WHEN RECORDED, PLEASE RETURN TO:
CONTINENTAL SERVICE CORPORATION
POST OFFICE BOX 500
PHOENIX, AZ 85001
ATTN: CHARLIE A. BIRDA

ARIZONA TITLE

WHITE MOUNTAIN LAKES UNIT NO. 17
DECLARATION OF ESTABLISHMENT OF
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

This Declaration is made this 10th day of July, 1960, by a majority of the following: Richard E. Conley, James L. Jarvise, Frederick W. Shackelford, Morris J. Brownstein and R. D. McDonald, as representatives of the Beneficiaries of Trust 95338, according to instrument recorded in Docket 536, Page 360 and 361, Fee #78-14598 and Trust 95343, according to instrument recorded in Docket 569, pages 799-800, Fee #79-13573, being properly authorized so to act by terms of the Trust, hereinafter called "Declarant" and CONTINENTAL SERVICE CORPORATION, as Trustee, thereunder, hereinafter called "Trustee," solely as bare legal title holder and not personally, and acting at the proper direction of said representatives of the Beneficiaries - "Declarant," executes this Declaration of Reservations, Covenants, Conditions and Restrictions, to run with the real property herein described for the purposes as hereinafter set forth; and more particularly described as follows:

Lots 1-17 inclusive, 24, 27, 31-37, inclusive, 39, 40, 42-44 inclusive, 50, 52-113 inclusive, WHITE MOUNTAIN LAKES UNIT NO. 17, according to Book 10 of Plats, page 32, records of Navajo County, Arizona; and

WHEREAS the Declarant 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 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:

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

XI. USES PERMITTED:

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

ALL lots in the subdivision shall be used solely for single family residences.

XII. EXCLUDED USES:

The following uses are not permitted on any of the lots, mental hospitals or sanitariums, slaughter houses, foundries, tanneries or other factories 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, auto wrecking and salvaging, machinery storage, and also fairs, carnivals, and tent shows.

XIII. 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 systems shall be approved by the Navajo County Health Department in advance of and construction or alteration of the premises. No "out house" soil pit or privy type waste disposal or structures are permitted on any of the premises except temporarily during the course of construction of the building to be occupied. (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).

XIV. 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

Front Set Back Line	30 Ft.
Rear Set Back Line	30 Ft.
Side Set Back Line	10 Ft.
Minimum Land Use	6000 Square Ft.

VI. DWELLINGS

1. All structures on said lots shall be of new construction or fabrication, not exceeding 20 feet in height, excluding frames 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 prefabricated or pre-erected dwellings where the use thereof is permitted. House trailers are not permitted on any lots except as provided in paragraph below.

2. ON SINGLES FAMILY LOTS NO permanent dwelling houses or dwelling unit having a ground floor living area of less than 1,000 square feet exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any said lots. 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. All plans of dwelling houses or units must be submitted to White Mountain Lake Subdivision Unit No. 17, to WHITE MOUNTAIN LAKE ARCHITECTURAL COMMITTEE.

4. 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. Upon completion of permanent house, trailers must be removed.

5. 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 of more than 400 square feet of living area.

6. None of said lots designated herein shall be resubdivided into smaller lots.

7. 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 line of the lot. No side or rear fence or wall, other than the wall of building constructed on any Dwelling Use lot shall be more than six (6) feet in height.

8. 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, 1919, 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 one identifying name plate, none of which may be larger than two square feet or higher than six feet, on any one lot.

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

10. No cattle, horses, sheep, hogs, chickens or poultry or other livestock, except ordinary domestic pets shall be kept or maintained on any lot.

11. No person owning, keeping, possessing, harboring or maintaining a dog or other pet shall allow the dog or other pet to be at large. A dog or pet shall be deemed to be at large unless that dog or pet is confined to the homeowner's property or confined on a leash or similar restraint.

12. 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 Declarant.

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 No. 17 until January 1, 2001, at which time said restrictive covenants shall be automatically extended for successive periods of ten years each, provided, however, the owners of fifty-one percent (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 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, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

Declarant reserves the right from time to time to instruct Trustee to waive any of the restrictions herein contained as to any lot or lots by agreement with the lot owner, and instruct Trustee from time to time to waive any restrictions as to any lot or lots which Declarant still has the sole ownership interest.

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 or 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 person 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 Declarant, 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 Declarant, 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 Declarant, 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 Declarant, 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 the said Declarant.

If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any person or persons owning real property situated in White Mountain Lakes Unit No. 17 to prosecute under proceedings at law or in equity against all persons violating or attempting to violate or threatening to violate any such restrictions, covenants, conditions, or stipulations, and either to prevent him or them from so doing, or to recover damages or other dues from such violation.

Invalidation of any one or more of these covenants, conditions, restrictions and stipulations shall in nowise affect any of the other provisions which shall remain in full force and effect.

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 purchaser or others 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.

WITNESSED this 18th day of July, 1980.

Representatives of the Beneficiaries
under Trusts 95338 and 95343

James Lewis

R.D. McDonald

Richard A. Lewis

RECEIVED AND APPROVED:

CONTINENTAL SERVICE CORPORATION,
an Arizona Corporation, as
Trustee, solely as bare legal
title holder, and not personally,

By: Charlotte A. Knoll
Senior Trust Officer

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RECORDED AT THE REQUEST OF
First American Title Ins.
July 29, A. D. 1980 AT 10:30 O'CLOCK A.M.
IN DOCKET 599, Off. Records PAGES 04-09,
RECORDS OF NAVAJO COUNTY, ARIZONA Inclusive
JAY H. TURLEY RECORDER
By Dorothy Reynolds DEPUTY



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