

WHITE MOUNTAIN LAKES UNIT NO. 2

DECLARATION OF ESTABLISHMENT OF  
CONDITIONS AND RESTRICTIONS

---

KNOW ALL MEN BY THESE PRESENTS:

That STEWART TITLE AND TRUST OF TUCSON, an Arizona corporation, as Trustee under Trust No. 0314, hereinafter referred to as TRUSTEE, being the owner of all that certain tract of land situated in the County of Navajo, State of Arizona, described as follows, to-wit:

Lots 1 through 5 inclusive, in Block 58,  
Lots 1 through 43 inclusive, in Block 54,  
Lots 1 through 9 inclusive, in Block 53,  
all of White Mountain Lakes Unit No. 2,  
a subdivision of Navajo County, Arizona,  
according to the map thereof of record in  
the office of the Navajo County Recorder  
in Book 8 of Maps, at pages 21.

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:

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

II. USES PERMITTED

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

- a. BUSINESS LOTS - in BLOCK 53, Lots 1 through 9 inclusive; in BLOCK 54, Lots 1, 12, 13, 24, 25, 36 and 37.

For business or trade use, including hotels and motels. Prior to construction on business lots, or motel sites, plans and site elevations must be submitted to TRUSTEE for approval.

- b. MULTIPLE FAMILY DWELLING LOTS In Block 54, Lots 2 through 11 inclusive, LOTS 14 through 23 inclusive, LOTS 26 through 35 inclusive, LOTS 38 through 43 inclusive, In Block 58, Lots 1 through 5 inclusive.
- c. TRAILERS shall not be allowed at any time on the premises of any of the lots of the subdivision for purposes of occupancy.

### III. EXCLUDED USES

The following uses are not permitted on any of the lots; mental hospitals or sanitoriums, 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, and trailer parks.

### 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 systems 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 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.

		<u>Multi-Family Use Lots</u>	<u>Business Use Lots</u>
Front	Set Back Line	20 ft.	40 ft.
Rear	Set Back Line	20 ft.	30 ft.
Side	Set Back Line	8 ft.	
Minimum land area for one family dwelling unit:		6000 sq. ft.	not applicable
For each additional dwelling unit:		4500 sq. ft.	not applicable

Note 1. Business lot owners will provide space for a width of 10 feet at the front of any building and maintain same open for use as a sidewalk. Said sidewalk may be covered at owners option. (40 ft. set back on a business lot includes sidewalk). The remainder of the property included in the set back will be reserved for vehicle parking under the owners control.

#### VI. GENERAL

1. All structures on said lots shall be of new construction or fabrication, not exceeding 20 ft. 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 except as provided in paragraph below.

2. No permanent dwelling house or dwelling unit having a ground floor living area of less than 600 square feet, and no prefabricated 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 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 of more than 450 square feet of living area.

4. Each of said lots designated herein may be resubdivided into smaller lots of not less than 10,000 square feet each.

5. No walls, fences or hedges may be erected or maintained on any Business Use lot closer than forty (40) feet to the front line of the lot. 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, 1967, 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.

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. No cattle, horses, sheep, hogs or other live stock, except ordinary domestic pets shall be kept or maintained on any lot.

9. 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.

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. 1, 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 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.

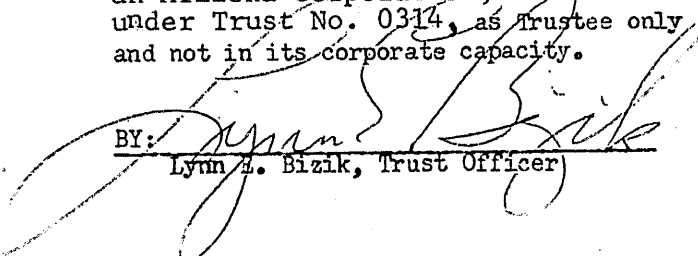
TRUSTEE reserves the right from time to time to waive any of the restrictions herein contained as to any lot or lots by agreement with the lot owner, and TRUSTEE reserves the right from time to time to waive any restrictions as to any lot or lots which it then owns.

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 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 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 the said TRUSTEE.

Invalidation of any one of these restrictive covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

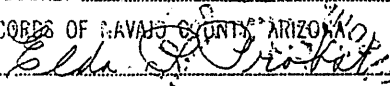
DATED this 17th day of May, 1965.

STEWART TITLE AND TRUST OF TUCSON,  
 an Arizona Corporation, as Trustee  
 under Trust No. 0314, as trustee only  
 and not in its corporate capacity.

BY:   
 Lynn L. Bizik, Trust Officer

# 3944

FILED AND RECORDED AT THE REQUEST

Stewart Title & Trust of Tucson  
May 18th A. D. 1965 AT 8:00 O'CLOCK A. M.  
 IN DOCKET 220, Off. Records PAGE 379-384  
 RECORDS OF NAVAJO COUNTY, ARIZONA Inclusive  
 BY  RECORDER  
 DEPUTY

DOCKET 220 PAGE 383



WHITE MOUNTAIN LAKES UNIT NO. 2

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CONDITIONS AND RESTRICTIONS

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Lots 1 through 5 inclusive, in Block 58,  
Lots 1 through 43 inclusive, in Block 54,  
Lots 1 through 9 inclusive, in Block 53,  
all of White Mountain Lakes Unit No. 2,  
a subdivision of Navajo County, Arizona,  
according to the map thereof of record in  
the office of the Navajo County Recorder  
in Book 8 of Maps, at pages 21.

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:

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

II. USES PERMITTED

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

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DOCKET 220 PAGE 379

DOCKET 220 PAGE 451

For business or trade use, including hotels and motels. Prior to construction on business lots, or motel sites, plans and site elevations must be submitted to TRUSTEE for approval.

- b. MULTIPLE FAMILY DWELLING LOTS In Block 54, Lots 2 through 11 inclusive, LOTS 14 through 23 inclusive, LOTS 26 through 35 inclusive, LOTS 38 through 43 inclusive, In Block 58, Lots 1 through 5 inclusive.
- c. TRAILERS shall not be allowed at any time on the premises of any of the lots of the subdivision for purposes of occupancy.

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## VI. GENERAL

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2. No permanent dwelling house or dwelling unit having a ground floor living area of less than 600 square feet, and no prefabricated 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 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 of more than 450 square feet of living area.

4. Each of said lots designated herein may be resubdivided into smaller lots of not less than 10,000 square feet each.

5. No walls, fences or hedges may be erected or maintained on any Business Use lot closer than forty (40) feet to the front line of the lot. 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 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, 1967, 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.

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. No cattle, horses, sheep, hogs or other live stock, except ordinary domestic pets shall be kept or maintained on any lot.

9. 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.

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. 2, 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 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.

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 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 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 the said TRUSTEE.

Invalidation of any one of these restrictive covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

DATED this 17th day of May, 1965.

STEWART TITLE AND TRUST OF TUCSON,  
 an Arizona Corporation, as Trustee  
 under Trust No. 0314, as trustee only  
 and not in its corporate capacity.

BY: Lynn L. Bizik  
 Lynn L. Bizik, Trust Officer

PHOTOGRAPHED  
 INDEXED

#3944

#8877

FILED AND RECORDED AT THE REQUEST

FILED AND RECORDED AT THE REQUEST

Stewart Title & Trust of Tucson

Stewart Title & Trust Co.

May 18th A.D. 1965 AT 8:00 O'CLOCK A.M.

Nov. 12th A.D. 1965 AT 10:30 O'CLOCK A.M.

IN DOCKET 220, Off. Records page 379-384  
 Inclusive

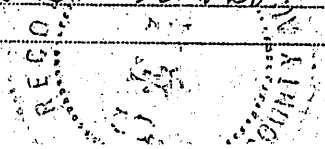
IN DOCKET 229, Off. Records page 451-456  
 Inclusive

RECORDS OF NAVAL COUNTY ARIZONA  
Elda R. Probet RECORDER

RECORDS OF NAVAL COUNTY ARIZONA  
Elda R. Probet RECORDER

BY \_\_\_\_\_ DEPUTY

BY \_\_\_\_\_ DEPUTY



DOCKET 220 PAGE 383

STATE OF ARIZONA :  
                                  ss.  
COUNTY OF PIMA :

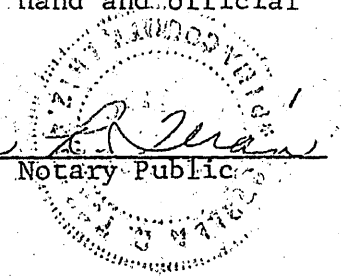
On this 17th day of May, A. D., 1965,  
before me, the undersigned officer, personally appeared  
Lynn E. Bizik, who acknowledged  
himself to be the Trust Officer of STEWART TITLE AND  
TRUST OF TUCSON, an Arizona Corporation, as Trustee under  
Trust No. 0314, and that he, as such officer, being  
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.

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

My Commission Expires:

1-10-69

*Esther A. Moran*  
\_\_\_\_\_  
Notary Public



THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT SCRIVENER ERROR  
ON PAGE FOUR PARAGRAPH NINE.