

WHITE MOUNTAIN LAKES UNIT NO. 3.

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:

Blocks 19-20-21-22-23-24-25-26 inclusive
and Block 30 of White Mountain Lakes
Unit No. 3, 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 pages 5 ,

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 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 all of the same~~ 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. MULTIPLE FAMILY DWELLING LOTS:
LOT 19 in Block 19, LOT 1 and
49 in Block 20, LOT 1 and 65
in Block 21, Block 23, Lot 28
through 44 inclusive, Lot 63
through 70 inclusive, Lot 88
through 93 inclusive, Lot 110
through 112 inclusive. Block
24, Lot 32 through 36 inclusive.
Block 25, Lot 1 through 4 inclu-
sive; Lots 15 and 16, Lots 24
and 25, Lot 33 through 37 inclu-
sive. Block 26. Lot 14 through

- b. SINGLE FAMILY DWELLING LOTS
 Block 19, Lot 20 through 29 inclusive. Block 20, Lot 2 through 48 inclusive. Block 21, Lot 2 through 64 inclusive. Block 22. Block 23, Lot 1 through 27 inclusive, Lot 45 through 62 inclusive, Lot 71 through 87 inclusive, Lot 94 through 109 inclusive. Block 24, Lot 1 through 31 inclusive, Lot 37 through 44 inclusive. Block 25, Lot 5 through 14 inclusive, Lot 17 through 23 inclusive, Lot 26 through 32 inclusive, Lot 38 through 53 inclusive.

c. UNRESTRICTED
 BLOCK 30.

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 for the 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.

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 and construction or alternation 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 hand 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 closet part of the structure. "Minimum land area" for building units is described as the total area within the lot lines.

	Single family Use Lots	Multi-family Use Lots
Front set Back line	20 Ft.	20 Ft.
Rear Set Back line	20 Ft.	20 Ft.
Side set Back line	8 Ft.	8 Ft.
Minimum Land use for one family dwelling unit	6000 sq. ft.	See below

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 per-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. ON SINGLE FAMILY LOTS no permanent dwelling houses or dwelling unit having a ground floor living area of less than 1000 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. MULTIPLE USE LOTS: No permanent dwelling houses or unit having a ground floor living area of less than 400 square feet exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any said lots. Not less than 300 square feet of parking area must be provided for each unit erected. As many dwelling units can be erected as lot will allow excluding set back square footage and allowance for minimum 300 square feet of parking area. All construction the same in materials as with single family dwellings in Article VI, paragraph No. 2.

4. All plans of dwelling houses or units must be submitted to White Mountain Lake, STEWART TITLE AND TRUST OF TUCSON, as TRUSTEE under Trust No. 0314, 3777 East Broadway, Tucson, Arizona.

5. 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. Trailers shall not be allowed at any time on the premises of multiple family dwelling lots for the purpose of occupancy.

6. 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.

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

8. 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.

9. 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, 1968, 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.

10. 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 TRUSTEE.

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

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 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. 3, 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 provision, 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 insaid 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 is 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 bought against TRUSTEE, its successors or assigns for or on account of any breach of said provisions, conditons, 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 judgement or court order shall in nowise affect any of the other provisions, which remain in full force and affect.

DATED this 9th day of March, 1966.

2216
 FILED AND RECORDED AT THE REQUEST
 George C. Drosch
 March 28th A. D. 1966 AT 2:30 O'CLOCK P.M.
 IN DOCKET 235, Off. Records, PAGE 547-551
 RECORDS OF NAVALO COUNTY, ARIZONA Inclusive
 Elda P. Drosch RECORDER
 BY _____ DEPUTY

STEWART TITLE & TRUST
 OF TUCSON

an Arizona Corporation,
 as Trustee under
 Trust No. 0314, as Trustee
 only and not in its corporate
 capacity

Lynn E. Bizik
 BY: LYNN E. BIZIK, TRUST OFFICER

STATE OF ARIZONA)
) ss.
 COUNTY OF PIMA)

On this 17th day of March, A. D., 1966, 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.

James Wagoner
 Notary Public

My Commission Expires:

Aug. 23, 1969

WHITE MOUNTAIN LAKES UNIT NO. 3

original ✓
copy

AMENDMENT TO DECLARATION OF ESTABLISHMENT
OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, STEWART TITLE AND TRUST OF TUCSON, an Arizona Corporation, as Trustee under Trust No. 0314, hereinafter referred to as TRUSTEE, established Conditions and Restrictions affecting the real property hereinafter described; and

WHEREAS TRUSTEE, reserved the right to waive restrictions as to any lots or parcels it then owns;

NOW THEREFORE, TRUSTEE, being the owner of that certain real property situate in the County of Navajo, State of Arizona, described as follows, to-wit:

Lots 94 through 109 inclusive, in Block 23 of White Mountain Lakes Unit No. 3, 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 5.

DOES HEREBY CERTIFY and DECLARE, that TRUSTEE does, as to the lots hereinabove described, waive those certain conditions and restrictions as to uses permitted as set forth in Article II of said Declaration of Establishment of Conditions and Restrictions dated the 9th day of March, 1966, and recorded in the office of the Navajo County Recorder in Book 235 at pages 547 through 551. TRUSTEE does further hereby CERTIFY AND DECLARE that the conditions and restrictions as to the above described lots pertaining to permitted use shall be as follows:

II. USES PERMITTED

The above described lots may be used for the following described uses:

MULTIPLE FAMILY DWELLING LOTS - Block 23,
Lots 94 through 109 inclusive.

IN ALL OTHER RESPECTS, except as hereinabove set forth, the Declaration of Establishment of Conditions and Restrictions for White Mountain Lakes Unit No. 3, date March 9, 1966 and recorded in the Navajo County Recorder's Office in Book 235, page 547 through 551, shall be and remain in full force and effect.

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 12th day of May, 1967.

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 E. BIZIK
LYNN E. BIZIK Trust Officer

Fee # 3792
FILED AND RECORDED AT THE REQUEST
Stewart Title & Trust of Tucson
May 16th A.D. 1967 AT 9:00 O'CLOCK A.M.
IN DOCKET 239, Off. Records PAGE 28-29-30
RECORDS OF NAVAJO COUNTY, ARIZONA
ELDA R. PROBST RECORDER

DOCKET 239 PAGE 28

STATE OF ARIZONA:

SS:

COUNTY OF PIMA :

On this 12th day of May,
A.D. 1967, before me, the undersigned officer, personally appeared
LYNN E. BIZIK, who acknowledged himself to be
Trust Officer of STEWART TITLE AND TRUST OF TUCSON, an Arizona
corporation, as Trustee under Trust NO. 9314, 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.

Gerre Waggoner

My Commission Expires:

August 23, 1969

The foregoing is an exact copy of the Amendment to the
Declaration of Establishment of Conditions and Restrictions for
WHITE MOUNTAIN LAKES UNIT NO. 3, recorded in the office of the
County Recorder of Navajo County, Arizona in Docket 239, Off. Records
pages 28--29-30.

JAVAJO DKT 3 JFG

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 provision, 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 judgement or court order shall in no wise affect any of the other provisions, which remain in full force and affect.

DATED this 9th day of March, 1966.

2216
PHOTOGRAHED
INDEXED
George C. Eroesch
March 28th 1966, 2:30 P.M.
235, Off. Records 547-551
Inclusive
Edm. P. Probst
CLERK
DEPUTY

STEWART TITLE & TRUST
OF TUCSON
an Arizona Corporation,
as Trustee under
Trust No. 0314,

John B. Bick

WHITE MOUNTAIN LAKES UNIT NO. 3

AMENDMENT TO DECLARATION OF ESTABLISHMENT
OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, STEWART TITLE AND TRUST OF TUCSON, an Arizona Corporation, as Trustee under Trust No. 0314, hereinafter referred to as TRUSTEE, established Conditions and Restrictions affecting the real property hereinafter described; and

WHEREAS, TRUSTEE reserved the right to waive restrictions as to any lots or parcels it then owns;

NOW THEREFORE, TRUSTEE, being the owner of that certain real property situate in the County of Navajo, State of Arizona, described as follows, to-wit:

Lots 94 through 109 inclusive, in Block 23 of White Mountain Lakes Unit No. 3, 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 5,

DOES HEREBY CERTIFY and DECLARE, that TRUSTEE does, as to the lots hereinabove described, waive those certain conditions and restrictions as to uses permitted as set forth in Article II of said Declaration of Establishment of Conditions and Restrictions dated the 9th day of March, 1966 and recorded in the office of the Navajo County Recorder in Book 235 at pages 547 through 551. TRUSTEE does further hereby CERTIFY AND DECLARE that the conditions and restrictions as to the above described lots pertaining to permitted use shall be as follows:

II. USES PERMITTED.

The above described lots may be used for the following described uses:

MULTIPLE FAMILY DWELLING LOTS - Block 23,
Lots 94 through 109 inclusive.

IN ALL OTHER RESPECTS, except as hereinabove set forth, the Declaration of Establishment of Conditions and Restrictions for White Mountain Lakes Unit No. 3, dated March 9, 1966 and recorded in the Navajo County Recorder's Office in Book 235, page 547 through 551, shall be and remain in full force and effect.

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 12th day of May, 1967.

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 E. Bizik
LYNN E. BIZIK Trust Officer

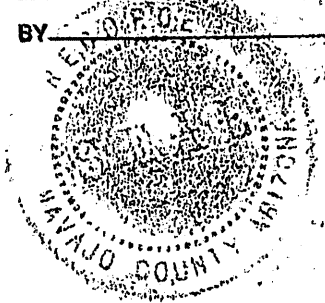
#3792

FILED AND RECORDED AT THE REQUEST
Stewart Title & Trust of Tucson

May 16th A.D. 1967 AT 9:00 O'CLOCK A.M.

IN DOCKET 259, Off. Records PAGE 28-29-30
RECORDS OF NAVAJO COUNTY, ARIZONA


Edna P. Probst RECORDER
BY _____ DEPUTY



STATE OF ARIZONA :
COUNTY OF PIMA : ss. On this 12th day of May, A. D., 1967, before me, the undersigned officer, personally appeared

LYNN E. BIZIK, who acknowledged himself to be 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.


Notary Public

My Commission Expires:

AUGUST 23, 1969

WHITE MOUNTAIN LAKES UNIT NO. 3
AMENDMENT TO DECLARATION OF ESTABLISHMENT
OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Stewart Title and Trust of Tucson, an Arizona Corporation, as Trustee under Trust No. 0314, established conditions and restrictions affecting the real property hereinafter described; and

WHEREAS, by Substitution of Trustee Agreement, Transamerica Title Insurance Co., an Arizona Corporation, as Trustee under Trust No. 5338, hereinafter referred to as TRUSTEE, was substituted as Trustee in the name, place and stead of said Stewart Title and Trust of Tucson;

NOW THEREFORE, TRUSTEE, being the owner of that certain real property situate in the County of Navajo, State of Arizona, described as follows, to-wit:

Lots 94 through 109 inclusive, in Block 23 of White Mountain Lakes Unit No. 3, 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 5,

DOES HEREBY CERTIFY AND DECLARE, that TRUSTEE does, as to the lots hereinabove described, waive those certain conditions and restrictions as to the uses permitted as set forth in Article II b of said Declaration of Establishment of Conditions and Restrictions dated the 9th day of March, 1966 and recorded in the office of the Navajo County Recorder. TRUSTEE does further certify and declare that the conditions and restrictions as to the above described lots pertaining to permitted use, shall be as follows:

II. USES PERMITTED.

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

a. MULTIPLE FAMILY DWELLING LOTS.

In all other respects, except as hereinabove set forth, the Declaration of Establishment of Conditions and Restrictions for White Mountain Lakes Unit No. 3, dated March 9, 1966 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.

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 June, 1968.

TRANSAMERICA TITLE INSURANCE CO.,
as Trustee under Trust No. 5338,
and, ~~not~~ otherwise.

DOCKET 306 PAGE 58

WHITE MOUNTAIN LAKES UNIT NO. 3
AMENDMENT TO DECLARATION OF ESTABLISHMENT
OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, Stewart Title and Trust of Tucson, an Arizona Corporation, as Trustee under Trust No. 0314, established conditions and restrictions affecting the real property hereinafter described; and

WHEREAS, by Substitution of Trustee Agreement, Transamerica Title Insurance Co., an Arizona Corporation, as Trustee under Trust No. 5338, hereinafter referred to as TRUSTEE, was substituted as Trustee in the name, place and stead of said Stewart Title and Trust of Tucson; and

WHEREAS, Frank H. and Ruth Robison are the owners of that certain real property situate in the County of Navajo, State of Arizona, described as follows, to-wit:

Lot 16, Block 25 of White Mountain Lakes, Unit No. 3, 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 5;

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

1. TRUSTEE does, as to the lot hereinabove described, waive those certain conditions and restrictions as to the rear set back line as set forth in Article V of said Declaration of Establishment of Conditions and Restrictions dated the 9th day of March, 1966 and recorded in the office of the Navajo County Recorder.
2. The parties do hereby agree that the conditions and restrictions as to the rear set back line of said property shall be as follows:
 - A. The rear set back line for said lot herein described shall be eight (8) feet.

In all other respects, except as hereinabove set forth, the Declaration of Establishment of Conditions and Restrictions

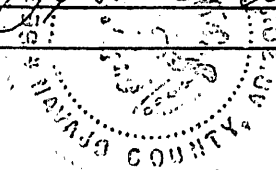
for White Mountain Lakes Unit No. 3, dated March 9, 1966 and recorded in the Navajo County Recorder's Office shall be and remain in full force and effect, and the terms and conditions thereof are hereby incorporated by reference and made a part hereof.

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

DATED this 24th day of June, 1969.

#4661
FILED AND RECORDED AT THE REQUEST
TRANSAMERICA TITLE INSURANCE CO.

July 1 A.D. 1969 AT 3:00 O'CLOCK P.M.
IN DOCKET 306 OFF. Records PAGE 58-59
RECORDS OF NAVAJO COUNTY, ARIZONA
Ed D. Hurley RECORDER
BY _____ DEPUTY



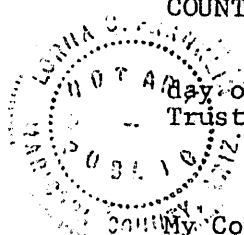
TRANSAMERICA TITLE INSURANCE CO.,
as Trustee under Trust No. 5338,
and not otherwise,

By Ernest Durrant
Trust Officer

Frank H. Robison
Frank H. Robison

Ruth Robison
Ruth Robison

STATE OF ARIZONA :
COUNTY OF MARICOPA : ss.



This instrument was acknowledged before me this 24th
day of June, 1969, by ERNEST DURRANT
Trust Officer of TRANSAMERICA TITLE INSURANCE CO., as Trustee.

My Commission Expires:
July 14, 1972

Joseph C. Franklin
Notary Public

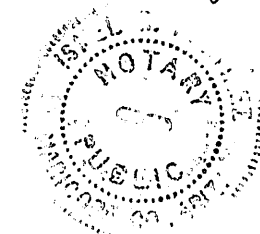
STATE OF ARIZONA :
COUNTY OF _____ : ss.

This instrument was acknowledged before me this _____
day of June, 1969, by FRANK H. ROBISON and RUTH ROBISON,
husband and wife.

My Commission Expires:
My Commission Expires Jan. 22, 1973

Ismael R. [Signature]
Notary Public

DOCKET 306 PAGE 59



When recorded mail to:
Transamerica Title Ins. Co.
P. O. Drawer 13028
Phoenix, Arizona 85002
Attn: ED - 95338

WHITE MOUNTAIN LAKES UNIT NO. 3
AMENDMENT TO DECLARATION OF ESTABLISHMENT
ON CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, Stewart Title and Trust of Tucson, an Arizona Corporation, as Trustee under Trust No. 0314, established conditions and restrictions affecting the real property hereinafter described; and

WHEREAS, by Substitution of Trustee Agreement, Transamerica Title Insurance Company of Arizona Corporation, as Trustee under Trust No. 5338, hereinafter referred to as TRUSTEE, was substituted as Trustee in the name, place and stead of said Stewart Title and Trust of Tucson; and

WHEREAS, RICHARD E. PRIEBE and NELLIE V. PRIEBE, husband and wife, are the owners of that certain real property situate in the County of Navajo, State of Arizona, described as follows, to-wit:

Lots 14, 15, 16 and 17, Block 26 of White Mountain Lakes, Unit No. 3, 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 5;

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

1. TRUSTEE does, as to the lots hereinabove described, waive those certain conditions and restrictions as to the rear set back line as set forth in Article V of said Declaration of Establishment of Conditions and Restrictions dated the 9th day of March, 1966 and recorded in the office of the Navajo County Recorder.
2. The parties do hereby agree that the conditions and restrictions as to the rear set back line of said property shall be as follows:
 - A. The rear set back line for said lots herein described shall be seven and one-half (7½) feet.

In all other respects, except as hereinabove set forth, the Declaration of Establishment of Conditions and Restrictions for White Mountain Lakes Unit No. 3, dated March 9, 1966 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.

Invalidation of any one of these restrictive covenants by judgment or court order shall in no wise affect any of the

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WHITE MOUNTAIN LAKES UNIT NO. 3
AMENDMENT TO DECLARATION OF ESTABLISHMENT
ON CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, Stewart Title and Trust of Tucson, an Arizona Corporation, as Trustee under Trust No. 0314, established conditions and restrictions affecting the real property hereinafter described; and

WHEREAS, by Substitution of Trustee Agreement, Transamerica Title Insurance Company, an Arizona Corporation, as Trustee under Trust No. 5338, hereinafter referred to as TRUSTEE, was substituted as Trustee in the name, place and stead of said Stewart Title and Trust of Tucson; and

WHEREAS, RICHARD E. PRIEBE and NELLIE V. PRIEBE, husband and wife are the owners of that certain real property situate in the County of Navajo, State of Arizona, described as follows, to-wit:

Lots 14, 15, 16 and 17, Block 26 of White Mountain Lakes, Unit No. 3, 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 5;

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

1. TRUSTEE does, as to the lots hereinabove described, waive those certain conditions and restrictions as to the rear set back line as set forth in Article V of said Declaration of Establishment of Conditions and Restrictions dated the 9th day of March, 1966 and recorded in the office of the Navajo County Recorder.
2. The parties do hereby agree that the conditions and restrictions as to the rear set back line of said property shall be as follows:
 - A. The rear set back line for said lots herein described shall be seven and one-half (7½) feet.

In all other respects, except as hereinabove set forth, the Declaration of Establishment of Conditions and Restrictions for White Mountain Lakes Unit No. 3, dated March 9, 1966 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.

Invalidation of any one of these restrictive covenants by judgment or court order shall in no wise affect any of the

