

WHITE MOUNTAIN LAKES UNIT NO. 4  
AMENDMENT TO DECLARATION OF ESTABLISHMENT  
OF CONDITIONS AND RESTRICTIONS

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KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee under Trust Nos. 5337T and 5338T, hereinafter referred to as TRUSTEE, established conditions and restrictions affecting the real property hereinafter described;

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 1 through 95

of WHITE MOUNTAIN LAKES UNIT 4 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 42,

DOES HEREBY CERTIFY AND DECLARE, that Trustee does, as to the lots hereinabove described, waive those certain conditions and restrictions with reference to resubdividing said lots into smaller lots, as set forth in Paragraph 10 of Article VI of said Declaration of Establishment of Conditions and Restrictions dated the 17th day of October, 1967 and recorded in the office of the Navajo County Recorder;

TRUSTEE does hereby further CERTIFY and DECLARE, that the conditions and restrictions of the above described lots pertaining to re-subdividing into smaller lots shall be as follows:

GENERAL.

None of said lots designated herein shall be resubdivided into smaller lots except as specifically provided for in the original Declaration of Establishment of Conditions and Restrictions.

In all other respects, except as hereinabove set forth, the Declaration of Establishment of Conditions and Restrictions for White Mountain Lakes Unit No. 4, dated October 17th, 1967 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 17<sup>th</sup> day of June, 1968.

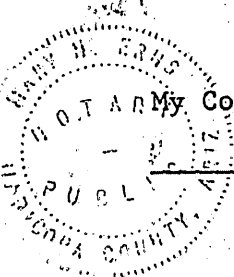
TRANSAMERICA TITLE INSURANCE COMPANY  
OF ARIZONA, an Arizona corporation,  
as Trustee under Trusts 5337 and 5338,  
as Trustee only and not in its corporate  
capacity

*[Signature]*

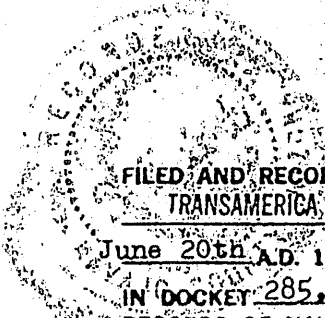
STATE OF ARIZONA :  
                                          : ss.  
COUNTY OF MARICOPA :

This instrument was acknowledged before me this 17th  
day of June, 1968, by H. D. Mattison,  
Trust Officer of TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an  
Arizona corporation, as Trustee.

Mary H. East  
Notary Public



My Commission Expires:  
My Commission Expires May 14, 1972



#5571  
FILED AND RECORDED AT THE REQUEST  
TRANSAMERICA TITLE INSURANCE CO.  
June 20th A.D. 1968 AT 3:50 O'CLOCK P.M.  
IN DOCKET 285, OFF. RECORDS PAGE 171-172  
RECORDS OF NAVAJO COUNTY, ARIZONA  
Elda A. Probst RECORDER  
BY \_\_\_\_\_ DEPUTY

WHEN RECORDED MAIL TO:  
Transamerica Title Company  
P. O. Drawer 13028  
Phoenix, AZ 85002  
John V. J. Doolittle, Jr.  
Title No. 95328

This restrictive instrument is one and the same as the Restrictions dated October 17, 1967 referred to in Amendment recorded in Docket 285, Page 170, on June 20, 1968

WHITE MOUNTAIN LAKES UNIT NO. 4  
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 Nos. 5337T and 5338T, 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 95

of WHITE MOUNTAIN LAKES UNIT 4 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 42;

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 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) Single Family and Multi-Family Dwellings
- b) Any time after January 1, 1970 each lot may be subdivided into twelve (12) lots as shown on Exhibit 1 of these restrictions.

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, crematories, crematoriums, 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
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 living 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, 1970, 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 (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 in any lot in WHITE MOUNTAIN LAKES UNIT 4; 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. None of said lots designated herein shall be resubdivided into smaller lots.

11. 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 the demand, and such entry shall not be deemed a trespass.

12. 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.

13. 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 the demand, and such entry shall not be deemed a trespass.

14. Horses, cattle, sheep and other livestock with exception of pigs 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 #4 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.

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, or 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 judgment or court order shall in no way affect any of the other provisions, which remain in full force and effect.

Dated this 17<sup>th</sup> day of October, 1967.

TRANSAMERICA TITLE INSURANCE COMPANY  
OF ARIZONA, an Arizona corporation,  
as Trustee Under Trusts 5337 and 5338,  
as Trustee only and not in its  
corporate capacity.

By V. J. DeSanta, Jr.  
V. J. DeSanta, Jr., Trust Officer

STATE OF ARIZONA )ss.  
County of Maricopa

This instrument was acknowledged before me this 17<sup>th</sup> day of October, 1967,  
by V. J. DeSanta, Jr., as an Assistant Trust Officer of TRANSAMERICA TITLE  
INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee.

Richard Beala  
Notary Public

MY COMMISSION EXPIRES Mar. 22, 1968



Fee = 2601

Recorded at the Request of  
**TRANSAMERICA TITLE CO.**  
March 21, A.D. 1974 at 9:00 o'clock  
A.M. in Docket 408 Page(s) 860-  
864 Incl Official Records, Navajo County, Az.  
Jay H. Turley, Recorder  
By Sutton Deputy

BOOK 408 PAGE 864