

When recorded, mail to:

TRANSAMERICA TITLE INSURANCE COMPANY

114 W. Adams Street

Phoenix, Arizona 85003

Attn: Val J. DeSanta, Jr.

WHITE MOUNTAIN LAKES UNIT NO. 8

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 Trusts No. 5337 and 5338, and STEWART TITLE AND TRUST OF TUCSON, an Arizona corporation, as Trustee under Trusts No. 0365 and 0366, hereinafter referred to as Trustees, being the owners of all that certain tract of land situated in the County of Navajo, State of Arizona, described as follows, to-wit:

Blocks 200 and 201

of WHITE MOUNTAIN LAKES UNIT 8 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 30;

DOES HEREBY CERTIFY AND DECLARE THAT TRUSTEES 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 Dwellings

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, cemeteries, crematories, 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 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 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

Not 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 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.

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, 1969, 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 TRUSTEES.

7. No animals, livestock, birds or poultry of any kind shall be raised, bred, or kept in any lot in WHITE MOUNTAIN LAKES UNIT 8; provided, however, that personal pets such as dogs, cats, or other household pets may be kept, but shall 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 re-subdivided 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.

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 #8 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 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.

TRUSTEES 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 TRUSTEES 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 30 days from and after the date that the TRUSTEES, 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 TRUSTEES, 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 TRUSTEES, 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 TRUSTEES, 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 TRUSTEES.

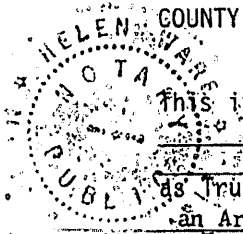
Invalidation of any one of these restrictive covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Dated this 20th day of June, 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 20th day of June, 1967
by V. J. DE SANTA, JR.

Trust Officer of TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA
an Arizona corporation,
as Trustee only and not in its corporate capacity.

Helen Ware
Notary Public

My commission expires April 2, 1968.

STEWART TITLE & TRUST OF TUCSON, an
Arizona corporation, as Trustee Under
Trusts 0365 and 0366, as Trustee only
and not in its corporate capacity

By: Lynn E. Bizik
Lynn E. Bizik, Trust Officer

STATE OF ARIZONA)
) ss:
COUNTY OF Pima)

This instrument was acknowledged before me this 21st day
of June, 1967, by Lynn E. Bizik, Trust Officer of
Stewart Title & Trust of Tucson, an Arizona corporation, as
Trustee only and not in its corporate capacity.

W. S. Schmale
Notary Public

My Commission expires: 3/8/71

4922
FILED AND RECORDED AT THE REQUEST
TRANSAMERICA TITLE INSURANCE CO.
June 23 A.D. 19 67 AT 3:00 O'CLOCK P.M.
IN DOCKET 261 Off. Records PAGE 340-345, Incl.
RECORDS OF NAVAJO COUNTY, ARIZONA
ELDA R. PROBST
BY Clara DEPUTY

WHEN RECORDED MAIL TO:
Transamerica Title Insurance Co.
P. O. Drawer 13028
Phoenix, Arizona
Attn: V. J. De Santa, Jr
Trust No. 95338

AMENDMENT
WHITE MOUNTAIN LAKES UNIT NO. 8
DECLARATION OF ESTABLISHMENT OF
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

Whereas Transamerica Title Insurance Company of Arizona, an Arizona corporation, as Trustee, and Stewart Title and Trust of Tucson, an Arizona corporation, as Trustee, made and executed that Declaration of Establishment of Conditions and Restrictions covering Lots in Blocks 200 and 201, WHITE MOUNTAIN LAKES UNIT 8, subdivision of Navajo County, Arizona, according to the map recorded in Book 9 of Maps, page 30 and which restrictions are dated June 20, 1967, and recorded in Docket 261, page 340 on the records of the Navajo County Recorder;

WHEREAS,

It is desirable that portions of said Declaration of Establishment of Conditions and Restrictions be amended and modified;

NOW THEREFORE,

Section 5 on page 2 thereof is hereby deleted in its entirety and the following shall be placed in substitution therefore:

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.
Side Set Back Line 8 ft.
Rear Set Back Line * 20 ft.

* Except for lots 1 through 25, inclusive, Block 200 and Lots 10 through 19, 25 through 31, and lots 35 and 36, Block 201 which shall have no rear set back requirement.

Except as amended and modified hereby, the rest and remainder of said Restrictions shall remain in full force and effect.

Dated this 17th day of July, 1967.

FILED AND RECORDED AT THE REQUEST # 5671
TRANSAMERICA TITLE INSURANCE CO.

JULY 18th A.D. 1967 AT 3:05 O'CLOCK P.M.

IN DOCKET 263, OFF. Records, PAGE 93

RECORDS OF NAVAJO COUNTY, ARIZONA

E. B. Probst RECORDER

BY _____ DEPUTY

STATE OF ARIZONA)

ss:

County of Maricopa)

This instrument was acknowledged before me this 17th day of July, 1967 by
V. J. De Santa, Jr. as Trust Officer of TRANSAMERICA TITLE INSURANCE
COMPANY OF ARIZONA, an Arizona corporation, as Trustee only and not in its corporate
capacity.

My commission expires: 4/2/68

TRANSAMERICA TITLE INSURANCE COMPANY OF
ARIZONA, an Arizona Corporation, as
Trustee only and not in its corporate
capacity.

By: *V. J. De Santa Jr*
Trust Officer

Selma Wan
Notary Public

DOCKET 263 PAGE 93

CR

When recorded mail to:
Transamerica Title Ins. Co.
P. O. Drawer 13028
Phoenix, ARIZONA 85002
Attn: ED - Tr. 95343

WHITE MOUNTAIN LAKES UNIT NO. 8
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 Nos. 0365 and 0366, established conditions and restrictions affecting the real property hereinafter described; and

WHEREAS, by Substitution of Trustee Agreement, Transamerica Title Insurance Company of Arizona, an Arizona Corporation, as Trustee under Trust No. 95343, 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, J. E. and MARGARITA G. NORTON are the owners of that certain real property situate in the County of Navajo, State of Arizona, described as follows, to-wit:

Lot 30, Block 201 of WHITE MOUNTAIN LAKES,
Unit No. 8, Subdivision of Navajo County,
Arizona, according to the map thereof of record
in the office of the Navajo County Recorder.

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 which is the east line of said lot as set forth in Article V of said Declaration of Establishment of Conditions and Restrictions dated the 20th day of June 1967 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. 8, dated June 20, 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 no wise affect any of the other provisions, which shall remain in full force and effect.

DATED this 15th day of September, 1969.

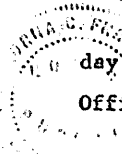
TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, as Trustee under Trust No. 95343, and not otherwise,

By [Signature]
Trust Officer

✓ [Signature]
J. E. Norton
✓ [Signature]
Margarita G. Norton

DOCKET 311 PAGE 297

STATE OF ARIZONA :
 : ss.
COUNTY OF MARICOPA :



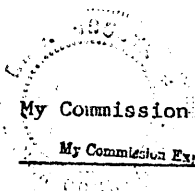
This instrument was acknowledged before me this 15th day of September, 1969, by ERNEST DURRANT, Trust Officer of TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, as Trustee.

My Commission Expires: July 14, 1972

John C. Franklin
Notary Public

STATE OF ARIZONA :
 : ss.
COUNTY OF :

This instrument was acknowledged before me this 16th day of September, 1969, by J. E. NORTON and MARGARITA G. NORTON, husband and wife.



My Commission Expires: My Commission Expires Oct. 4, 1971

John P. Schulz
Notary Public

#7515
FILED AND RECORDED AT THE REQUEST OF
TRANSAMERICA TITLE INSURANCE CO
Sept. 30, A.D. 1969 AT 2:35 O'CLOCK P.M.
IN DOCKET 311, Off. Records PAGE 297-298
RECORDS OF NAVALO COUNTY, ARIZONA
Jay H. Sawley RECORDER
BY _____ DEPUTY

WHEN RECORDED MAIL TO:
Transamerica Title Company
P. O. Drawer 13028
Phoenix, AZ 85002
Attn: V. J. DeSanta, Jr.

WHITE MOUNTAIN LAKES UNIT NO. 8

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 Trusts Nos. 0365 and 0366, established conditions and restrictions affecting the real property hereinafter described; and

WHEREAS, by Substitution of Trustee Agreement, TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona Corporation, as Trustee under Trust No. 95343, 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, the undersigned owners of lots in Unit #8 of White Mountain Lakes, a Subdivision of Navajo County, Arizona, according to the map thereof of record in the office of the Navajo County Recorder, desire the conditions and restrictions heretofore established to be amended as hereinafter set forth:

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

1. That Paragraph 12 of Article VI of said Declaration of Establishment of Conditions and Restrictions, dated the 20th day of June, 1967 and recorded in the office of the Navajo County Recorder, is hereby amended as follows:

12. (a) Burning of trash or garbage are not permitted on any lot.

(b) All other conditions and restrictions contained in Paragraph 12 of Article VI above mentioned are hereby waived and of no force and effect as to those lots in said Unit #8 of White Mountain Lakes hereafter set forth opposite the names of the respective owners:

In all other respects, except as hereinabove set forth, the Declaration of Establishment of Conditions and Restrictions for White Mountain Lakes Unit No. 8, dated June 20, 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.

DATED this 31ST day of August, 1970.

TRANSAMERICA TITLE COMPANY, as
Trustee under Trust No. 95343, bare
legal title holder and not personally.

By _____
Trust Officer

BUCKET 428 JAN 590

Unit #8 of White Mountain Lakes, a Subdivision of Navajo County, Arizona, according to the map thereof of record in the office of the County Recorder, Navajo County, Arizona

Lot No.

Names of Owners

Lot No.	Names of Owners
10	Lloyd C. ...
11	...
12	Clinton E. ...
13	E. E. Musselman
14	H. E. Musselman

FILE # 20 710
 RECORDED AT THE REQUEST OF
 TRANSAMERICA TITLE CO.
 January 28, A.D. 19 75 at 10:50 o'clock
 A.M. in Docket 428 Pages(s) 590-
 591-592 Official Records, Navajo County, Ar
 JAY H. TURLEY, Recorder
 By [Signature] Deputy



DOCKET 428 PAGE 591

STATE OF ARIZONA

County of Maricopa

Edward on this 22nd day of January 1975 personally appeared V. J. DeSanta, Jr. who acknowledged himself to be a Trust Officer of the TRANSAMERICA TITLE COMPANY 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.

My commission will expire 8/12/75
COMM. CTS. REV. 6-11

Charlotte A. Swellman Sandvik
Notary Public

STATE OF ARIZONA :
 ss.
COUNTY OF Pima :

This instrument was acknowledged before me this 31st day of August, 1974, by: Edward Sandvik Al a Sandvik

My Commission Expires: 8/12/75
My Commission Expires: 8/12/75

Charlotte A. Swellman Sandvik
Notary Public

STATE OF ARIZONA :
 ss.
COUNTY OF Pima :

This instrument was acknowledged before me this 31st day of August, 1974, by: Walter F. Fox

My Commission Expires: 8/12/75
My Commission Expires: 8/12/75

Charlotte A. Swellman Sandvik
Notary Public

STATE OF ARIZONA :
 ss.
COUNTY OF Pima :

This instrument was acknowledged before me this 31st day of August, 1974, by: Walter F. Fox

My Commission Expires: 8/12/75
My Commission Expires: 8/12/75

Charlotte A. Swellman Sandvik
Notary Public

STATE OF ARIZONA :
 ss.
COUNTY OF Pima :

This instrument was acknowledged before me this _____ day of _____, 1974, by _____

My Commission Expires: _____
My Commission Expires: _____

Notary Public