

When recorded mail to:
Transamerica Title Ins. Co.
P.O. Drawer 13028
Phoenix, Arizona 05002
Tr. No. 95337 ~~SD~~ MEL

WHITE MOUNTAIN LAKES UNIT NO. 15
DECLARATION OF ESTABLISHMENT OF
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That TRANSMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee under Trust No. 95337, 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 92 inclusive

of WHITE MOUNTAIN LAKES UNIT NO. 15, SUBDIVISION of Navajo County, Arizona, according to the map thereof of record in the office of the Navajo County Recorder in Book of Maps at Page .

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 only for the following described residential uses:

- a. Single Family Dwellings
- b. Mobile Homes
- c. Any time after January 1, 1975 each of said lots designated herein may be resubdivided into smaller lots of not less than 10,000 square feet each.

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 for the preparation or treatment of skins, hides or leather, tallow or rendering plants, fertilizer plants, chemical plants, all manufacturing, cemeteries, crematories, outdoor moving picture theatres, junk yards, salvage storage, auto wrecking and salvaging, machinery storage, fairs, carnivals and tent shows, retail and wholesale trade activities, and also any commercial farm, profession or business activity.

IV. SANITARY REQUIREMENTS

All building 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 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 construction or alteration on the premises. No "outhouse", soil pit or privy type water disposal or structures are permitted on any of the premises except temporarily during the course of construction of the building to be occupied. (The Navajo County Health Department has the authority, under the Rules and Regulations of the Arizona State Department of Health, Article 2, Part X, to refuse approval for construction of sewage disposal systems when the land use is of such nature that adequate and safe disposal cannot be expected.)

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.

Front set back line	20 ft.
Rear set back line	10 ft.
Side set back line	8 ft.

VI. GENERAL

1. All permanent structures on said lots shall be of new construction or fabrication, not exceeding 25 ft. in height, including homes of A-frame type of construction, and no building shall be moved from any other location onto any of said lots with the exception of new pre-fabricated or pre-erected dwellings.

2. No permanent dwelling house or dwelling unit having a ground floor living area of less than 600 square feet 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 mobile home under four hundred (400) square feet in size shall be placed or maintained on any of said lots without approval by the J-SIX Ranchettes Architectural Committee. The appearance of mobile homes or house trailers must not be offensive to surrounding lots. The outside appearance of mobile homes or trailers, if not new, will be clean and freshly painted.

4. One small travel trailer, pick-up camper unit, or motor home may be parked or stored on each lot. No such unit will be occupied for longer than two weeks, and any such unit that is occupied for any period of time shall be equipped with operating self-contained sanitary waste disposal facilities or connected to an approved permanent waste disposal system of the "water carried" type. No travel trailer, pick-up camper unit, or motor home will be permitted on any lot and occupied in a manner that can be construed as permanent occupancy. Also, one boat and boat trailer and one horse trailer may be parked or stored on each lot.

5. No garage or other outbuilding shall be used for permanent residential purposes; provided, however, that this restriction shall not prevent the inclusion of guest or servant quarters in such garage, or other outbuilding for the use of actual nonpaying guests, or for actual servants of the occupants of the Main residential building after its erection and occupation.

6. No wall, fence or hedge shall be constructed or maintained on any Dwelling Use lot closer than twenty (20) feet to the front lot line of the lot. No front wall, fence or hedge shall be more than four (4) feet six (6) inches in height. No side or rear fence or wall, other than the wall of the building constructed on any lot shall be more than six (6) feet in height.

7. No Real Estate signs or "For Sale" signs other than those of the developer of White Mountain Lake may be erected or maintained on any lots before the date of January 1, 1975, without the written approval of the developer. No general advertising signs, billboards, unsightly objects or nuisance shall be erected or placed or permitted. 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 "For Sale" sign and 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.

8. 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.

9. During the construction of a permanent residence a house trailer or garage may be occupied and maintained on the premises for a period not to exceed one year 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 of a permanent residence must be completed within one year.

10. Horses, cattle, sheep and other livestock with exception of hogs and goats, are permitted on all lots of one (1) acre or larger. Domestic pets, such as dogs and cats, are permitted but shall be kept fenced or leashed at all times; provided further, that they be kept in such a manner as not to create a nuisance.

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, no abandoned autos or parts thereof, rubbish, used machinery or other such salvage or junk, 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 not to be visible from the adjoining properties or streets. Burning of trash or garbage will not be permitted on any lot.

13. All guest houses, sheds or outbuildings must be approved by the White Mountain Lake Architectural Committee.

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. 15 until January 1, 1981, 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 of record of which hereinafter 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 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 way effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the TRANSAMERICA LIFE INSURANCE COMPANY OF ARIZONA, its trustee has caused its corporate seal and the proper documents to be attested to by the undersigned officer thereunto duly authorized this 2nd day of June, 1971.

TRANSAMERICA LIFE INSURANCE COMPANY OF ARIZONA,
Ass't Trust Officer
Merrilee Lloyd

County of Maricopa

Before me this 2nd day of June, 1971, I, **MERRILEE LLOYD**, who is known and known to be the Ass't Trust Officer of the TRANSAMERICA LIFE INSURANCE COMPANY OF ARIZONA and that he is such officer and being authorized to do so, has appeared before me for the purposes therein contained by signing the name of the corporation as Trustee, to him to be attested to.

Nathleen Reese
Notary Public

My commission expires 8-6-74

\$5220

FEES AND CHARGES OF THE BOARD OF
Board of Supervisors
June 8, 1971 9:10 AM
BY BOOK 344 Off. Records 330-234, Inclusive
RECORDS OF MARICOPA COUNTY, ARIZONA
J. J. Turley R. CO. DEPT

WHEN RECORDED MAIL TO:
Transamerica Title Company
P. O. Box 13022
Phoenix, AZ 85002
Attn: V. J. DeSanto, Jr.

WHITE MOUNTAIN LAKES UNIT NO. 15
AMENDMENT TO DECLARATION OF ESTABLISHMENT
OF CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona Corporation, as Trustee under Trust No. 95338, established conditions and restrictions affecting the real property hereinafter described; and

WHEREAS, the undersigned owners of lots in Unit #15 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 in Book 17 of Maps at Page P-8, 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 2nd day of June, 1971 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 #15 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. 15, dated June 2, 1971 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, 1973.

TRANSAMERICA TITLE COMPANY,
as Trustee under Trust No. 95338,
here legal title holder and not
personally

By _____
Trust Officer

Unit #1, 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, in Book 11 of Maps at Page P-8.

Lot No.	Name of Owners

RECORDED AT THE REQUEST OF
TRANSAMERICA TITLE CO.
 January 28, AD 1975
 AM in Docket 428 PUBLIC 605
 605-606
 Official Records, Navajo County, Az
JAY H. TURLEY, Recorder
 By _____, Deputy



BOOK 428 PAGE 605

STATE OF ARIZONA

County of Maricopa

Before me 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

Michael J. ...
Notary Public

STATE OF ARIZONA :
COUNTY OF PIMA :
ss.

This instrument was acknowledged before me this 21st day of August, 1974, by

My Commission Expires: _____

Michael J. ...
Notary Public

STATE OF ARIZONA :
COUNTY OF PIMA :
ss.

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

My Commission Expires: _____

Notary Public

STATE OF ARIZONA :
COUNTY OF PIMA :
ss.

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

My Commission Expires: _____

Notary Public

STATE OF ARIZONA :
COUNTY OF PIMA :
ss.

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

My Commission Expires: _____

Notary Public