

## Declaration of Restrictions (A Compilation)

### FOREST LAKES ESTATES

#### KNOW ALL MEN BY THESE PRESENTS:

That the (respective Title Company), an Arizona corporation, as Trustee, being the owner of the following described property situated in the County of Coconino, State of Arizona, to-wit:

Lots 1 through 925, FOREST LAKES ESTATES according to the plat in the office of the County Recorder of Coconino County, Arizona, in Book Various of Maps, page Various thereof, and desiring to establish the nature of the use and employment thereof, does hereby declare said premises subject to the following expressed conditions and stipulations as to the use and enjoyment thereof, to-wit:

1. That all lots in said FOREST LAKES ESTATES, shall be known and described as residential building lots and shall be used for no other purpose, except as follows:
  - o Churches, or similar places of worship, including a parish house, and convents and dormitories accessory thereto, open land and outside recreational facilities in conjunction with such project may be permitted.
  - o Schools colleges, universities and dormitories accessory thereto, including athletic field, playground and swimming pools, whether private or public.
  - o Public utility buildings and facilities, when necessary for serving the surrounding territory, provided that no public business office of said public utility and no repair or storage facilities may be maintained thereon.
  - o Use by professional persons and by artists when not more than one (1) employee who is not a member of the household is employed, but there shall not be more than 1 (one) sign on any lot to show the location of said professional or artistic business and said sign shall not exceed 12" x 18".
  - o Publicly owned and operated buildings or properties, including, but not limited to parks and playgrounds, but excluding repair and storage facilities.
  - o Guest ranches (removed after Unit 3).

Significant change in Unit 11 only Paragraph I completely replaced with the following:

- o That the following listed lots in FOREST LAKES ESTATES UNIT ELEVEN 872 -896 -898 -900 -901 -903 -905 -906 -907 -908, shall be known and described as RESIDENTIAL building lots and shall be used for no other purpose.

- o The following listed lots in FOREST LAKES ESTATES UNIT ELEVEN 878 - 879 -880 -881 -891 -892 -893 -913 -916 -917 -918 -919 -920 -921 -922 shall be known and described as multiple-residential building lots to include single family dwellings, office buildings, and other similar uses.
  - o The following listed lots in FOREST LAKES ESTATES UNIT ELEVEN, 871 -873 -874 -875 -876, shall be known and described as LIGHT Commercial building lots to include dwellings, motels, hotels, retail stores and other similar uses.
  - o The following listed lots in FOREST LAKES ESTATES UNIT ELEVEN 877 - 882 -883 -884 -885 -886 -887 -888 -889 -890 -894 -895 -897 -899 - 902 -904 - 909 -910 -911 -912 -914 -915, shall be known and described as Heavy commercial building lots to include retail commercial operations, and commercial recreational facilities.
2. All structures whether dwelling houses, outbuildings used in connection with said dwelling houses, or otherwise, shall be constructed of new materials and shall be built in a workmanlike and neat manner so as to present an attractive and pleasing appearance. Simplicity of design, good proportion and an appearance of naturalness to the forest setting, are desired in the completed structure. House-trailers may be used as dwelling houses when the same contains inside bathrooms and the said plumbing meets requirements provided in paragraph 4 below.

#### **Amendment to paragraph 2**

Unit One, Lots one (1) through thirty -three (33) No house trailers or mobile homes may be used as a permanent dwelling house. A house trailer or mobile home may be used as a temporary residence during construction of a permanent dwelling house, but in no event for a period in excess of one (1) year. A dwelling house shall contain at least 700 (seven hundred) square feet of livable area.

3. No structure shall be commenced or erected on any said lots until the design and location of such structure and the kind of materials to be used in such structure have been approved, in writing, by a three member Architectural Committee, the first Committee being composed of three members appointed by (name of developer), which committee shall act until 100% of the lots have been sold by the Trustee and then by a committee elected by a majority of the owners of said lots in said FOREST LAKES ESTATES, UNIT 1 thru 11. Any two (2) of the members of such committee may pass upon such design, location and kinds of materials. In the event there is no committee in existence under either manner of appointment or election, or in the event such committee fails to approve or disapprove such design or location or kinds of materials to be used in such structure within thirty (30) days after written request so to do, such request to be filed with the committee, then such approval of the committee will not be required, provided, the design, location and kind of materials and buildings to be built on said lots shall be governed by all of the restrictions herein set forth and said buildings shall be in harmony with existing buildings and structures in the immediate vicinity in said subdivision.

4. No outside toilets or open plumbing shall ever be permitted or maintained on said subdivision. Until such time as sewers may be available all bathrooms, toilets or sanitary conveniences shall be connected to a septic tank systems constructed according to the standards of the Coconino County Department of Health specifications
5. Each owner of any lot shall be responsible for keeping said lot free of debris or waste. No portion of any lot shall be used for open storage of any nature, except that during the period of construction of any structure there may be stored, adjacent to said structure, materials for use in said structure for a period not to exceed six (6) months. No temporary structures, such as tents, shall be permitted on any lot for a period to exceed one hundred twenty (120) days.

**Significant additions, Unit 5 through Unit 11:**

No advertising signs (except "For Rent " or "For Sale" signs, no larger than 2 X 3 feet, billboards, unsightly objects or nuisance shall be erected placed or permitted any of said lots, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the holder of any lot in said subdivision; provide, however, that the subdivider and their agents may erect and maintain signs advertising the sale of lots in said subdivision.

No disabled or dismantled vehicles or machinery will be allowed on any lots, nor unsightly accumulations of building materials be permitted.

The storage, collection, disposal, mid removal of all debris, garbage, mid trash must be in accordance with County, State, and Forest Service requirements. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

In the event that during the period these restrictions govern, the Arizona State Highway Commission should designate a ; "State Highway, " as the same is defined in Section 18-101, Arizona Revised S (1956), across FOREST LAKES ESTATES UNIT FIVE or any portion thereof, then the lots which immediately adjoin said "State Highway", or any portion thereof, may be used for such commercial purposes as the same may be zoned by the Planning and Zoning Commission of the County of Coconino Arizona, when such zoning shall have been approved by the Board of Supervisors of said County mid by the Architectural Committee referred to herein.

**Significant addition, Unit 11 on**

In the event that during the period in which these restrictions shall govern, the Arizona Public Service shall cause its power line to be extended into FOREST LAKES UNIT ELEVEN then said Arizona Public Service Company shall have easement rights-of-way mid the down-guy easements hereby granted shall be only at lot corners, extending along lot line no farther than twenty-five (25) feet and being no wider than two (2) feet on any one lot.

6. The foregoing restrictions run with the land and shall be binding until (date

established at the inception of the respective Unit), at which time said covenants shall be automatically extended for successive periods of five (5) years, unless, by a majority of the then individual property owners, it is agreed to change these covenants in whole or in part.

**top** 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, or any part thereof, each and all restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of component jurisdiction and damages awarded against the violator. Each and every grantee expressly consents to the entry of a mandate in accordance with said covenants and further expressly consents to the award of reasonable attorneys' fees against him in any action brought to enforce any one or more of such restrictive covenants, provided, however, that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage which may hereafter be placed of record upon said tract. or any part thereof.

Should any of the restrictions herein contain be held to be invalid or void, such invalidity or voidance of such restrictions shall in no way affect the validity of the rest of said restrictions.

IN WITNESS WHEREOF, the (respective Title Company), an Arizona Corporation, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signatures of its duly authorized officers this day of 19\_\_\_\_\_.

(respective Title Company)

by: \_\_\_\_\_

Officer

: \_\_\_\_\_

Secretary

Recording Certification

Notarization