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Navajo County Recorder - Laurette Justman

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RE-RECORDING OF
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
WHITE MOUNTIAN VACATION VILLAGE
A RECREATIONAL SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
WHITE MOUNTAIN VACATION VILLAGE
A RECREATIONAL SUBDIVISION

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property ("Property") located in the City of Show Low, County of Navajo, State of Arizona, which is more particularly described as follows:

Lots 1 through 87 inclusive of White Mountain Vacation Village Unit IV and Tract A, B, and C of White Mountain Vacation Village Unit II Phase I, a subdivision in Show Low, Arizona.

NOW, THEREFORE, the Declarant declares that all of the Property described above and any additional property as may be subjected to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants, assessments, liens, reservations and conditions, which are for the purpose of establishing a general plan of development and of protecting the value and desirability of the Property, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part of the Property, their heirs, successors and assigns, and shall inure to the benefit of each Owner of the Property. This binding effect shall exist regardless of whether any reference is made to this Declaration in any subsequent deed or instrument of conveyance, all of which shall be deemed delivered and accepted subject to this Declaration.

ARTICLE I

DEFINITIONS

Section 1.1 "Articles" shall mean the Articles of Incorporation of the WHITE MOUNTAIN VACATION VILLAGE RECREATIONAL SUBDIVISION ASSOCIATION, as such Articles may be amended from time to time.

Section 1.2 "Additional Property" shall mean the property described on Exhibit "A", attached hereto and by reference made a part hereof, all or part of which may be later subjected to this Declaration as more particularly described in Article X herein.

Section 1.3 "Association" shall mean the WHITE MOUNTAIN VACATION VILLAGE RECREATIONAL SUBDIVISION ASSOCIATION, an Arizona nonprofit corporation, its Neighborhoods, sub-associations, successors and assigns.

Section 1.4 "Board" shall mean the Board of Directors of the WHITE MOUNTAIN VACATION VILLAGE RECREATIONAL SUBDIVISION ASSOCIATION.

Section 1.5 "Bylaws" shall mean the bylaws of the WHITE MOUNTIAN VACATION VILLAGE RECREATIONAL SUBDIVISION ASSOCIATION; as such bylaws may be amended from time to time.

Section 1.6 "Common Area" shall mean all real property and the improvements thereon that is owned or will be owned by the Association for the common use and enjoyment of the Owners. The roads, shown as Tract A on the Plats for Unit IV and Tract A and B for Unit II Phase I, are Common Area. Title to land of all Common Area will be vested in this Association. The Association will be responsible for the control, maintenance, and the liability for the Common Area.

Section 1.7 "Declarant" shall mean WHITE MOUNTAIN VACATION VILLAGE, LLC., an Arizona Limited Liability Company, or VACATION VILLAGE, INC, an Arizona Corporation, and their successors and assigns.

Section 1.8 "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, as it now exists and as it may later be amended from time to time and recorded in the office of the Recorder of Navajo County, Arizona.

Section 1.9 "Lot" shall mean any part of the Property, which is separately designated and numbered on the Plat, excluding the Common Area. If any Additional Property is made subject to this Declaration, "lot" shall also mean any parcel of land separately designated on the Plat of the annexed property, excluding Common Area.

Section 1.10 "Member" shall mean a member of the WHITE MOUNTAIN VACATION VILLAGE RECREATIONAL SUBDIVISION ASSOCIATION as more particularly described in Article IV herein..

Section 1.11 "Owner" shall mean the record owner, whether one or more person(s) or entities, or fee simple title to any Lot which is a part of the Property, including contract purchasers under a recorded purchase contract, but excluding those having an interest in a Lot merely as security for the performance of an obligation. Owner shall not include a lessee or tenant of a Lot. In the case of Lots the fee simple title to which is vested of record in a trustee pursuant to Arizona Revised Statutes, Section 33-801 et seq., legal title shall be deemed to be in the trustor. An owner shall include any person who holds record title to a Lot in joint ownership with any other person or holds an undivided fee interest in any Lot.

Section 1.12 "Plat" shall mean the FINAL PLAT OF WHITE MOUNTAIN VACATION VILLAGE UNIT IV recorded in the official records of Navajo County, Arizona Recorder, and Tracts A, B and C of the FINAL PLAT OF WHITE MOUNTAIN VACATION VILLAGE UNIT II PHASE I as recorded in Book 21, Pages 42, 43, and 44 of Maps, official records Navajo County, Arizona Recorder, and any amendments or additions thereto, as well as any plats of Additional Property subjected to the Declaration. .

Sections 1.13 "Property" shall mean the real property described above in the preamble of this Declaration, and if and to the extent annexed, shall also mean the Additional Property, Common Areas, and adjacent Private Property or Declarant owned property within the White Mountain Vacation Village Planned Unit Development.

Section 1.14 "Recreational Vehicle" as used herein shall mean any commercially manufactured travel trailer, park model, park trailer, Class A or C motor home, of such exterior material and design as that customarily used by recognized manufacturers of such vehicles, used principally as a facility to provide living quarters for recreational camping and/or living and not exceeding four hundred (400) square feet of living space

Section 1.15. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the property located directly underneath the object being viewed.

ARTICLE II
PROPERTY RIGHTS

Section 2.1. Owner's Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot. Such right and covenant of enjoyment shall be subject to reasonable Rules adopted by the Board, which may include but shall not be limited to:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and recreational facility use of an Owner for any period during which any assessments against that Owner's Lot remain unpaid; and for a period not to exceed 60 days, for any infraction of this Declaration and/or the Rules;
- (c) The right of the Association to limit the number of guests of a Member that may use the Common Area at a given time;
- (d) The right of the Association to borrow money for the purpose of improving the Common Area and, in aid thereof, to mortgage the Association's property, or pledge future assessments, provided the Members have approved such action through a majority vote of the Members who are voting on the matter, and further provided such mortgage shall be subordinate to the rights of the Owners in and to the Common Area, and provided further, that the Declarant has sold all Lots within the Property or the Declarant has given its consent and
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective, however, unless Owners of two-thirds (2/3) of the Lots have agreed to such dedication or transfer; provided, however, that the Association shall have the right to grant easements for construction and maintenance of utilities over, under and across the Common area, without the approval of the Owners.

Section 2.2. Delegation of Use. Any Owner may delegate his right of enjoyment in and to the Common Area and the facilities located thereon, to the members of his family, his tenants, contract purchasers, guests and invitees subject to any limitations in the Rules.

Section 2.3. Easement for Utilities. The Board is authorized to grant such additional licenses, easements and rights of way for utilities and services as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, or for the health, safety, convenience and welfare of the Owners.

Section 2.4. Title to Common Area. Fee simple title to the Common Area will be conveyed to the Association prior to the conveyance of the last Lot sold by the Declarant to an Owner.

Section 2.5. Restriction on Further Subdivision. No Lot shall be further subdivided or partitioned and no Lot shall be combined without written approval of the Association. Lots may only be subdivided if the resulting parcels are combined with abutting Lots. Any subdivision, combination, or adjustment of Lots approved by the Board must also comply with all zoning ordinances and any other requirements of governmental entities having jurisdiction over the property

ARTICLE III
USE RESTRICTIONS

Each Lot is restricted to the following uses:

Section 3.1. Limited to Recreational Vehicles. Each Lot is restricted to the parking of one Recreational Vehicle adjacent to the utility hook-ups, the parking of no more than two additional vehicles, each of which is used only for transportation, and not for eating and sleeping, and the placement of only such other structures as are herein permitted. No mobile home, dwelling house, or any other unit intended as living quarters may be placed on any Lot except as provided herein.

Prior to parking a Park Model Recreational Vehicle on a lot, the Owner must have the siding material, roofing material, skirting material and exterior paint color approved by the Board. Color changes on recreational vehicles are not permitted after the recreational vehicles are installed on a lot without prior written permission of the Board.

Section 3.2. Permissible Additions. A Lot may contain:

- (a) Skirting, wheel sun shields, and fifth wheel trailer pins may be placed on a Recreational Vehicle, but such items shall be of such exterior material and design as that customarily used by recognized manufacturers of such vehicles or as approved by the Association. "Pop Up" type travel trailers which can be raised or lowered or pickup truck campers which are self contained may be permitted but are subject to Board approval. All Recreational Vehicles shall be maintained in good condition and clean and neat appearance as determined by the Association..
- (b) Storage sheds of up to 80 square-feet are permitted subject to approval of the Association according to its Rules. Storage buildings must have an exterior siding of wood. Roofing material may be shingles or metal roofing (no corrugated iron or rolled roofing is permitted). Plans showing both construction detail, materials list and a lot site plan must be submitted to the Association for approval prior to commencement of construction and construction must be completed within sixty (60) days of approval.
- (c) Decks and deck covers. Deck cover roofing material may be shingles or metal roofing (no corrugated iron or rolled roofing is permitted). Plans showing both construction detail, materials list and a lot site plan with location and type of Recreational Vehicle must be submitted to the Association for approval prior to commencement of construction and construction must be completed within sixty (60) days of approval.
- (d) A semi-permanent awning attached to the Recreation Vehicle provided that it is not longer than the box portion of the vehicle, is not higher than the Recreational Vehicle, and is not more than 12 feet in width. Semi-permanent awnings shall be so constructed that both the awning and supporting structures are detachable. Metal louvers may be attached to the awning in accordance with the Rules of the Association.
- (e) A free standing awning provided it is semi-permanent, is not more than twelve (12) feet in width, is not higher than the Recreational Vehicle and is not more than 16 feet in length. Metal louvers may be attached to the awning in accordance with the rules of the Board.
- (f) A trellis, planter box or stub wall may be constructed around the patio, slabs or area covered by an awning, provided it does not exceed thirty-two (32) inches in height.

Permanently enclosed patios and add-on rooms not to exceed 240 square feet may be permitted subject to setbacks and approval of the Association.

- (g) Retaining walls, safety railings, and other similar items may be constructed with the prior written approval of the Association. Other fences and walls, including but not limited to decorative fences and walls, are prohibited except as provided herein.
- (h) Tables, benches, chairs, fireplaces and grills.
- (i) Landscaping of a type compatible with the Lots located in the Property.
- (j) Driveway barricades may be placed in driveways on the Lot side of the 2' drainage easement. Barricades must be at the Lot driveway elevation and may be 6' x 6' posts, railroad ties, or telephone poles in good condition as determined by the Association. Rocks, chains, firewood, or logs are not permitted as barricades.

Section 3.3. Architectural Approval. Prior to placing a Recreational Vehicle, deck, awning, trellis, shed or other permitted item upon a Lot, the Owner of the Lot must submit plans and specifications showing the nature, shape, kind, height, materials, and color thereof, to the Board of Directors or its designee and the Board of Directors or its designee must approve the plans and specifications in writing. Recreational Vehicles, decks and awnings must be located on a Lot in such a manner so as not to materially or unreasonably obstruct or interfere with the air, light, or view relating to any adjacent Lot. Whether a Recreational Vehicle, deck or awning materially or unreasonably obstructs or interferes with the air, light, or view relating to any Lot shall be determined by the Board. The Board of Directors may promulgate architectural guidelines, standards and procedures to be used in rendering its decisions. The Board of Directors shall have the right to refuse to approve any plans that are not suitable or desirable, in its opinion, for aesthetic or other reasons. No changes or deviations in or from the plans and specifications, once approved by the Board of Directors, shall be made without the prior written approval of the Board of Directors. The approval required of the Board of Directors pursuant to this Section shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation. The approval by the Board of Directors of any construction, installation, addition, alteration, repair, change or other work shall not be deemed a warranty or representation by the Board of Directors as to the Quality of such construction, installation, addition, alteration, repair, change or other work or that such construction, installation, addition, alteration, repair, change or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

Section 3.4. Setbacks. Recreational Vehicles and awnings must be located on a Lot in compliance with Rules and the following setbacks from the Lot lines.

Front	6 ½ feet
Side	5 feet
Rear	5 feet
Rear (abutting a public road)	10 feet

Section 3.5. Tents. No tents or tent trailers shall be used at any time as a residence on the Property.

Section 3.6. Residential Use. All Lots shall be used, improved and devoted exclusively to residential use. No part of a Lot shall be used for business, professional, commercial, or institutional purposes, except an Owner or other resident of a Lot may conduct a business activity upon the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside of the Lot; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Lot; (iii) the business activity does not involve persons coming onto the Lot or the door-to-door solicitation of Owners or other residents in the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Property, as may be determined from time to time in the sole discretion of the Board.

Section 3.7. Offensive Activities and Nuisances. No noxious, offensive, or illegal trade or activity may be conducted upon any Lot or in the Common Area, nor shall anything be conducted within the Property, which may be or become an annoyance or nuisance to the neighborhood, or detract from the appearance of the neighborhood. Nothing shall be done to or within a Lot or Recreational Vehicle, which will increase the rate of insurance on the Common Area or other Lots. Each Lot and Recreational Vehicle shall be kept in a reasonably sanitary condition, free of offensive odors and insect infestation. No rubbish or debris of any kind shall be placed or permitted to accumulate upon a Lot or portion thereof unsanitary, unsightly, offensive or detrimental to the Property or other lots in the vicinity thereof or to occupants. The Board in its sole discretion shall have the right to determine the existence of any such nuisance.

Section 3.8. Noise and Noisy Equipment. No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be operated on the Property so as to become a nuisance or to substantially impair the right of other Owners, tenants, and residents to peacefully use and enjoy their Lots and the Common Area. Except for emergencies, no equipment which gives off disturbing sounds or loud noises, including, but not limited to, radios, stereos, TVs, power generators, phonographs, lawn mowers, power hedge clippers, power chain saws, mopeds, motorcycles, all terrain vehicles and other similar noisy equipment, shall be operated on any part of the Property except as is reasonably necessary and only from the hours of 6:00 A.M. to 8:00 P.M. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and to determine whether equipment is being used in violation of this Section.

Section 3.9. Signs. No billboard or sign, except as provided by law, of any nature whatsoever shall be displayed or placed upon any Lot, or on the outside of any Recreational Vehicle, or in any window, or in or on a vehicle parked on the Property except for the following: (a) signs as may be required by legal proceedings; (b) one a name and address sign in accordance with the Rules of the Association; (c) political signs as permitted by the City of Show Low or Navajo County; (d) "For Sale" signs and sign riders in conformance with the industry standard size required by law to be allowed on the Lot; and (e) signs required by law to be allowed on the Lot. No signs shall be permitted on any of the Common Area without the prior written consent of the Board of Directors.

Section 3.10. Outside Lighting. No spotlights, floodlights or similar type high intensity lighting shall be placed or utilized upon any Lot which in any way allows light to be reflected on any other Lot, including the improvements thereon, or upon the Common Area, or any part thereof, without the prior written authorization of the Board. Other types of low intensity lighting, which do not disturb the Owners or other occupants of the Property, shall be allowed.

Section 3.11. Animals. No animals, other than a reasonable number of generally recognized house or yard pet animals, shall be maintained on any Lot and then only if kept as pets and not for breeding or commercial purposes. No animal shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained anywhere on a Lot, except behind a Recreational Vehicle so as not to be visible from the street. The Board shall, upon the written request by any Member conclusively determine, in its sole discretion, whether for purposes of this Section, a particular animal is a generally recognized pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. All pets must be kept on a leash or otherwise confined when not within the Recreational Vehicle on a Lot. The Owner of a Lot on which a pet resides shall be responsible for immediate clean up of all fecal material created by their pet or be subject to an Enforcement Assessment of a suitable "pet clean up fee" as determined by the Board in accordance with Sections 6.3 and 6.4 herein..

Section 3.12. Parking. All permitted vehicles must be parked on the respective Lot or in such areas designated by the Board by its Rules. Parking is not permitted on the private property of another Lot Owner without the written permission of such Lot Owner or written permission of the person entitled to the immediate possession thereof or the authorized agent of either. Except as varied by written regulations adopted by the Board:

- (a) No vehicles shall be parked on any street at any time, except for public safety, public utility, and telecommunications vehicles that are permitted by law to park in streets and driveways.
- (b) Parking in the common spaces on Common Areas throughout the Property are exclusively for persons using the recreational facilities, except as those designated Guest Parking, and are not to be used for storage, overnight parking, or any similar use. The Association shall have the authority to operate, manage and use such parking spaces for and on behalf of all Owners.

Section 3.13. Windows. No reflective materials, including, but not limited to, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be permitted on any Lot or Recreational Vehicle so as to be visible from outside the Recreational Vehicle, except as permitted by the Board.

Section 3.14. Laundry Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any portion of the Property. No washing machines or dryers shall be kept or maintained on any Lot, except within a Recreational Vehicle, without the prior written approval of the Board.

Section 3.15. Mineral Exploration. No portion of Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

Section 3.16. Trash and Incidentals Storage. Firewood may be stored on the Lot in a neat and orderly fashion. All equipment, boxes, storage piles, and other similar items shall be kept so as not to be Visible from Neighboring Property. Rubbish, trash, and garbage shall not be burned nor allowed to accumulate on any Lot or on the Property. No incinerators shall be permitted on the Property. All garbage or trash shall be placed or left on the Property at places and during times only as designated by the Board, except to make it available for collection and then, only for the shortest time reasonably necessary to effect collection

Section 3.17. Rentals. No portion of the Property, except an entire Lot, may be rented, and then only to a Single Family, for residential purposes, and pursuant to a written lease. "Single Family" shall be defined as a group of one or more persons each related to the other by blood, marriage or legal adoption who maintain a common household, or a group of not more than two (2) unrelated adults with their dependents who maintain a common household. All leases shall be expressly subject to the terms and conditions of this Declaration, the Articles, the Bylaws and the Rules. The Owner shall cause the tenant, occupant or persons living with the Owner or with the tenant, to comply with this Declaration, the Articles, the Bylaws and the Rules adopted by the Board.

In the event that a tenant, occupant or person living with the tenant violates a provision of this Declaration, the Articles, the Bylaws or Rules adopted by the Board, the Association shall have the power to bring an action or suit against the Owner to recover sums due for damages or for injunctive relief, or for any other remedy available at law or equity. The Association's costs in so doing, including, but not limited to, reasonable attorney's fees, together with interest, shall be an Enforcement Assessment reimbursed by the Owner to the Association.

The Board shall also have the power to suspend the right of the tenant, occupant or person living with the tenant to use the recreational facilities within the Common Area for any violation by the tenant, occupant or person living with the tenant, of any duty imposed under this Declaration, the Articles, the Bylaws or the Rules. No suspension of the right of a tenant, occupant or person living with the tenant to use the recreational facilities within the Common Area may be for a period longer than sixty (60) days per violation, except that the foregoing limitation shall not affect or prevent termination of the applicable lease if permitted by the terms of the lease or otherwise by applicable law.

