

PICK UP



HELEN I. HUDGENS
COCONINO COUNTY RECORDER

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by LAKE MARY PARK, INC., an Arizona corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Flagstaff, County of Coconino, State of Arizona, which is more particularly described as:

SEE EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN.

NOW THEREFORE, Declarant desiring to insure the use of the property for attractive residential purposes, to prevent nuisances, and to maintain the desired tone of the community as high-quality manufactured housing community, and thereby to secure to each property owner the full benefit and enjoyment of his home, hereby declares that all of the properties described in attached Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LAKE MARY PARK HOMEOWNERS ASSOCIATION I, INC., an Arizona corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is

described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to LAKE MARY PARK, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a 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, subject to the following provisions:

(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 right to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Lien for Property Tax Assessments.

(A) The deeds to each owner's lot and/or dwelling unit shall convey mandatory membership in the Association as well as an undivided common interest in the Common Area which is proportionate to the total number of dwelling units and/or lots in the entire Properties, and owner's interest in his lot and/or

dwelling unit and proportionate undivided common interest in the Common Area and facilities shall not be sold or conveyed in any manner separate from each other.

(B) Each owner is individually responsible for property tax assessments on his proportionate undivided common interest in the Common Area as well as on his lot and/or dwelling unit, and failure to pay said tax assessments can, and shall, become a lien on the owner's lot and/or dwelling unit as well as on his proportionate undivided common interest in the Common Area and facilities.

(C) The owner shall be responsible through annual assessments for paying a pro rata share of the cost incurred by the Association for operation and maintenance of the Common Area, and failure to pay said assessments can, and shall, become a lien on the owner's lot and/or dwelling unit as well as on his proportionate undivided common interest in the Common Area and facilities.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A member shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on June 1, 1991.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment

shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. In the event additional phases are annexed pursuant to annexation agreement dated JUNE 30, 1987, the annual assessments provided for herein shall commence as to all the Lots in the phase on the first day of the month following the conveyance of the first Lot in the annexed phase. The first annual assessment for each phase shall be adjusted according to the remaining months in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of

the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No private road, driveway, building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board or by the Developer. In the event said Board, or its designated committee or the Developer, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

All structures commenced, erected or maintained, and any exterior addition to or change or alteration therein made by the Developer shall be exempt from the requirements of this Article.

ARTICLE VI

(a) PERMISSIBLE STRUCTURES

Section 1. All of the lots located in LAKE MARY PARK M-H SUBDIVISION shall be known and described as residential lots. The provisions of this Declaration of Restrictions shall not be applicable to those parcels designated as R-1 and Commercial Areas.

Section 2. Only one single-family private dwelling, and necessary and appurtenant outbuildings, may be constructed upon each lot as shown on the plat of record. Said dwellings include, as permissible, all 16-foot wide mobile homes which were approved for conventional financing, as well as all mobile homes approved for FHA or VA financing.

Section 3. No store, restaurant, office, or other place of business of any kind, and no hospital, sanatorium, or other place for the care or treatment of the sick or disabled, physically or mentally, or any theatre, saloon or other place of entertainment, or any church,

shall ever be erected or permitted upon any of the M-H lots, or any part thereof. No no house or lot shall ever be used for the principal place of business of a resident except for such unsigned uses that do not change the external appearance of the property and are expressly permitted under the city code.

Section 4. Any plans or building or remodeling requiring the issuance of a building permit by the City of Flagstaff shall be first submitted for approval by the Architectural Review Board or Developer. The Architectural Review Board or Developer shall not be responsible for any structural defects in said plans or specifications or in any building or structure erected according to said plans and specifications. Archtitectural Review Board or Developer shall not be liable for any structural defects that result from a variance between the approved plans and completed construction.

Section 5. The said high-quality manufactured housing erected upon any lot shall be constructed of materials as shall be approved in writing by the Architectural Review Board or Developer of the plans and specifications submitted by the owner.

Section 6. All structures on said lots shall be of new construction.

Section 7. No lot or lots shall be subdivided except for the purpose of combining the resubdivided portions with another adjoining lot or lots; provided no additional lot is created thereby. Lots shall be at least 5,000 square feet in size.

Section 8. All dwellings shall have peaked, composition roofs, wood sidings and skirting, full insulation and wooden or other high-quality framing, meeting the now-existing building requirements set forth by the City of Flagstaff, as set forth in the specifications listed below.

Section 9. Housing specifications are as follows:

- a) EXTERIOR AND CONSTRUCTION
Composition Shingled Roof
Residential Hardwood Siding
Cooper Wiring
2" x 4" Exterior Wall Studs, 16" on Center
2" x 6" Transverse Floor Joists, 16" on Center
Plywood Floors
Plank Ceiling
3/12 Pitched Roof
R-11 Floors
R-11 Exterior Walls
R-21 Roof
100 Amp Electrical Service
Duo-pane Windows

b) OPTIONS

Taped and Textured Drywall
Blown Accoustical Ceilings
Beamed Ceilings
Tower Type View Windows
Cathedral Ceiling
Wall to Wall Carpeting
Washer-Dryer Wiring and Venting

Section 10. Each lot shall contain either a two-car carport or two-car enclosed garage, along with a paved or concrete driveway.

Section 11. The above carport or garage shall not be used for any other purpose except for vehicle parking or vehicle storage; further, under no circumstances shall said carport or garage be converted into any structure designed for any other use except for vehicle parking or vehicle storage.

X Section 12. Certain streets in this subdivision shall be designated by the City of Flagstaff and the Developer as having "no parking" on one or both sides of said streets. These designations may be modified from time to time by the City of Flagstaff.

X Section 13. The Homeowners Association agrees to enforce the aforesaid "no parking" requirements by and through its restrictions and covenants and to impose sanctions upon violators as set forth in the Bylaws and in this Declaration of Restrictions and amendments thereto.

Section 14. The Homeowners Association agrees to maintain and service all common areas of this MH subdivision, including deliberate irrigation and maintenance of landscaping and maintenance of parking lots in said common areas.

Section 15. No property owner shall in any way divert drainage water in such a way that it will encroach or flow upon his neighbors' property.

Section 16. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property. No fires shall be permitted except in approved fireplaces and barbeque pits.

Section 17. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted therefrom except as required by the utility

company serving said property.

Section 18. No unsightly objects or nuisances shall be erected, placed, or permitted to remain on any lot nor shall the lots be used in any way for any purpose which may endanger the health of the residents.

Section 19. No solid wall, hedge, or fence over 2½ feet high shall be constructed or maintained past the front wall line of the house, except by written approval of the Architectural Review Board or Developer. No side or rear fence shall exceed 6 feet in height.

Section 20. Refuse containers may be brought to the street not more than 12 hours before collection time and must be removed within 12 hours after collection time.

Section 21. No elevated tanks of any kind shall be erected, placed or permitted on any part of said property, unless required for the use of water, gas and other utility companies serving the property. Any tanks for use in connection with any residence constructed on said property, including tanks for storage of fuels, must be buried or walled sufficiently to conceal them.

Section 22. No livestock, horses, or barnyard fowl shall be kept or stabled on any lot.

Section 23. No commercial vehicles, construction or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless kept back of the rear line of the dwelling.

Section 24. With the exception of one "for rent" or "for sale" sign (which shall not be over 15 x 25 inches), no advertising signs, billboards, political stickers, unsightly objects or nuisances shall be erected, placed, or permitted to remain on any lot nor shall the lots be used in any way for any purpose, which may endanger the health of the residents.

(b) STAGED DEVELOPMENTS

Additional land within the area described in Docket 1170, Page 624-626 of the land records of Coconino County may be annexed by the Declarant without the consent of members within 7 years of the date of this instrument provided that the FHA and VA determine that the annexation is in accordance with the general plan heretofore approved by them.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all

restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.


Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. Lot Owners existing during the time of this initial Declaration are deemed to be aware that this Declaration permits amendment by Lot Owners and, to the extent permitted by law, are deemed to waive any objection to said amendment based upon detrimental reliance upon the existing Declaration.

Section 4. Annexation. Additional land and common areas within the area described at Docket 1170, pages 624 - 626, records of Coconino County, may be annexed by the Declarant without the consent of members within [7] years of the date of the instrument, provided that the FHA and VA determine that the annexation is in accordance with the general plan heretofore approved by them. In the event of such annexation, the additional phases of the subdivision shall come under the governance of the Association.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30 day of JUNE, 1987.


LAKE MARY PARK, INC., Declarant

By 
Fred Acker, President

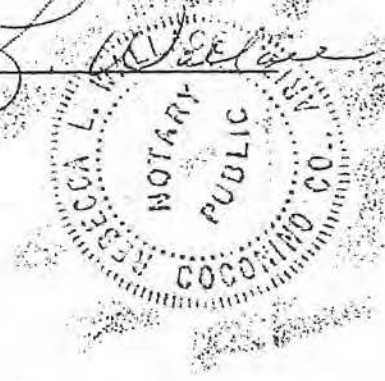
111

STATE OF ARIZONA)
) ss.
County of Coconino)

The foregoing instrument was acknowledged before me this 30th
day of June, 1987, by FRED ACKER, President of LAKE MARY
PARK, INC., an Arizona corporation.



Notary Public



My Commission Expires:
My Commission Expires Feb. 21, 1990

EXHIBIT "A"

Lots 1 - 106 inclusive, Tracts "A", "B", "C", "F", "G", "H",
"J", and "D" of the recorded Final Plat for Lake Mary Park
Estates according to Case 4 Map 119 records of Coconino
County, Arizona. 119A * 119B.

1170-606

HELEN I. HUDGENS
COUNTY RECORDER
REQUEST OF:



I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT
WAS FILED FOR RECORD IN COCONINO COUNTY,
STATE OF ARIZONA.

TRANSAMERICA TITLE CO.

\$ 9.00 FEE NO. 23955
DOCKET 1185 PAGE 91-94
DATE: OCT 15 1987 -3 55

PICK UP

AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions which were recorded July 29, 1987, in Docket 1170, Pages 595-606, Coconino County, Arizona, is made pursuant to the provisions of Article VII, Section 3, of the original Declaration of Covenants, Conditions and Restrictions, which allows for amendments to be made to the original Declaration during the first twenty-year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. At this time, all lots are fully owned by Transamerica Title Insurance Company, a California corporation, as Trustee, and Lake Mary Park, Inc., an Arizona corporation, as Beneficiary under Trust No. 8311 (hereinafter collectively referred to as "Declarant"), and this Amendment is made this 15th day of October, 1987, by Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Flagstaff, County of Coconino, State of Arizona, which is more particularly described as: Lots 1 through 77, inclusive; Lots 78 through 106, inclusive; and Tracts A, B, C, F, G, H and J.

NOW, THEREFORE, Declarant, desiring to ensure the use

1185- 91

of the property for attractive residential purposes, to prevent nuisances and to maintain the desired tone of the community as a high quality manufactured housing community, and thereby to secure to each property owner the full benefit and enjoyment of his home, hereby declares that all of the hereinabove described properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each thereof.

ARTICLE I

DEFINITIONS

Article I, Section 4, is amended to read:

Section 4: "Common area" shall mean all tracts in which an undivided interest shall be conveyed to the lot owners in the respective phase to which said lots are appurtenant. All common areas as will be fully owned by the owner of record of each lot as follows:

Phase I contains 40 lots, to-wit: Lots 1 through 23, inclusive; Lots 54 through 69, inclusive; and Lot 50. Ownership of all common areas within Phase I will be equally distributed between each lot owner within Phase I, giving each lot owner an undivided 1/40 ownership of those common areas within Phase I, which is more particularly described as Tracts A and B of the

recorded Final Plat for Lake Mary Park Estates according to Case 4, Map 111-1116, records of Coconino County, Arizona.

Phase II contains 37 lots, to-wit: Lots 24 through 49, inclusive; Lots 51 through 53, inclusive; and Lots 70 through 77, inclusive. Ownership of all common areas within Phase II will be equally distributed between each lot owner within Phase II, giving each lot owner an undivided 1/37 ownership of those common areas within Phase II, which is more particularly described as Tract C and Tracts F and G of the recorded Final Plat for Lake Mary Park Estates according to Case 4, Map 111-1116, records of Coconino County, Arizona.

Phase III contains 29 lots, to-wit: Lots 78 through 106, inclusive. Ownership of all common areas within Phase III will be equally distributed between each lot owner within Phase III, giving each lot owner an undivided 1/29 ownership of those common areas within Phase III, which is more particularly described as Tracts H through J, inclusive, of the recorded Final Plat for Lake Mary Park Estates according to Case 4, Map 111-1116, records of Coconino County, Arizona.

ARTICLE VI

(a) PERMISSIBLE STRUCTURES

Article VI is amended by adding Sections 25 and 26, which shall read:

Section 25: No fence shall be constructed, or maintained within thirty (30) feet of any sidewalk on any lot.

Section 26: No carport, parking pad, or any part of the property in public view shall be used for the storage of any

HELEN I. HUDGENS
COUNTY RECORDER
REQUEST OF:
TRANSAMERICA TITLE CO.



I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT
WAS FILED FOR RECORD IN COCONINO COUNTY,
STATE OF ARIZONA.

3383

\$ 9.00 FEE NO.
DOCKET 1204 PAGE 984-988
DATE: FEB 18 1988 -410

PICK UP

SECOND
AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAKE MARY PARK, ESTATES

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions and Restrictions which were recorded July 29, 1987, in Docket 1170, Pages 595-606, Coconino County, Arizona, and first Amendment to the Declaration of Covenants, Conditions and Restrictions which were recorded October 15, 1987, in Docket 1185, pages 91-94, Coconino County, Arizona, is made pursuant to the provisions of Article VII, Section 3, of the original Declaration of Covenants, Conditions and Restrictions, which allows for amendments to be made to the original Declaration during the first twenty-year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. At this time, all lots are fully owned by Transamerica Title Insurance Company, a California corporation, as Trustee, and Lake Mary Park, Inc., an Arizona corporation, as Beneficiary under Trust No. 8311 (hereinafter collectively referred to as "Declarant"), and this Amendment is made this 18th day of February, 1988, by Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Flagstaff, County of Coconino, State of Arizona,

1204-984

which is more particularly described as: Lots 1 through 77, inclusive; Lots 78 through 106, inclusive; and Tracts A, B, C, F, G, H and J, of the recorded final plat for Lake Mary Park Estates according to Case 4, Maps 119, 119A and 119B, records of Coconino County, Arizona.

1. The paragraph immediately preceding Article I on Page 1 of the original Declaration of Covenants, Conditions and Restrictions of Lake Mary Park Estates and the First Amendment thereto is amended to read as follows:

NOW, THEREFORE, Declarant, desiring to ensure the use of the property for attractive residential purposes, to prevent nuisances and to maintain the desired tone of the community as a high-quality manufactured housing community, and thereby to secure to each property owner the full benefit and enjoyment of his home, hereby declares that the properties contained in each phase as set forth in the First Amended Declaration of Annexation, attached hereto and incorporated herein as Exhibit "A", shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each thereof.

2. Section 1 of Article I of the original Declaration of Covenants, Conditions and Restrictions of Lake Mary Park Estates is amended to read as follows:

Section 1: "Association" shall mean and refer to Lake Mary Park Estates Association, Inc., an Arizona corporation, its successors and assigns.

3. Article I, Section 5 of the original Declaration of Covenants, Conditions and Restrictions of Lake Mary Park is amended to read as follows:

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, and with the exception of Tract D of the recorded Final Plat for Lake Mary Park Estates according to Case 4, Maps 119, 119A and 119B, records of Coconino County, Arizona.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 18th day of February, 1988.

TRANSAMERICA TITLE INSURANCE COMPANY, Declarant

LAKE MARY PARK, INC., Declarant

By K. Andrew Fox
K. Andrew Fox
Vice President

By Fred Acker Pres.
Fred Acker, President

STATE OF ARIZONA)
) ss
County of Coconino)

The foregoing instrument was acknowledged before me this 17th day of February, 1988, by FRED ACKER, President of LAKE MARY PARK, INC., an Arizona corporation.

Inac. L. Baker
Notary Public

My Commission Expires:

2-17-92



STATE OF ARIZONA)
) ss
County of Coconino)

The foregoing instrument was acknowledged before me
this 18th day of February, 1988, by K. ANDREW FOX, Vice
President of TRANSAMERICA TITLE INSURANCE COMPANY, a California
corporation.

Mandy Harvel
Notary Public

My Commission Expires:

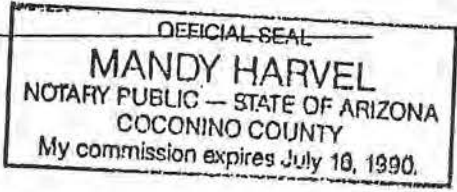


EXHIBIT A

Phase One

Lot 1 - 23, 54 - 69, and 50 and Tracts A & B, LAKE MARY PARK ESTATES, according to Case 4, Map 119-119B inclusive, records of Coconino County, Arizona.

40 lot

Phase Two

Lots 24 - 49, 51, 52, 53, and 70 - 77 and Tracts C, F, G, LAKE MARY PARK ESTATES, according to Case 4, Map 119-119B inclusive, records of Coconino County, Arizona.

36

Phase Three

Lots 78 - 106 and Tracts H, J, LAKE MARY PARK ESTATES, according to Case 4, Map 119-119B inclusive, records of Coconino County, Arizona.

76 lot

1204-988

EXHIBIT A

Phase One

Lot 1 - 23, 54 - 69, and 50 and Tracts A & B, LAKE MARY PARK ESTATES, according to Case 4, Map 119-119B inclusive, records of Coconino County, Arizona.

40 lots

Phase Two

Lots 24 - 49, 51, 52, 53, and 70 - 77 and Tracts C, F, G, LAKE MARY PARK ESTATES, according to Case 4, Map 119-119B inclusive, records of Coconino County, Arizona.

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Phase Three

Lots 78 - 106 and Tracts H, J, LAKE MARY PARK ESTATES, according to Case 4, Map 119-119B inclusive, records of Coconino County, Arizona.

76 lots

1204-988

1. RESIDENTIAL USES.

Single-Family Residential Uses: Two (2) spaces per dwelling unit; three (3) spaces for dwelling containing four (4) or more bedrooms or more than three thousand (3,000) square feet of living area.

Two-Family Residential Uses: Same requirement as indicated below for Multiple-Family Residential Uses.

Manufactured Housing Residential Uses: Two (2) spaces per dwelling unit.

Multiple-Family Residential Uses: one and one-half (1.5) spaces for efficiency units and one (1) bedroom units; two (2) spaces for units containing two (2) or three (3) bedrooms; three (3) spaces for four (4) or more bedrooms. In addition, one-quarter (0.25) parking space shall be provided per dwelling unit to accommodate guest parking and the parking of recreational vehicles and/or boats for two (2) bedroom units and above.

2. COMMERCIAL AND ENTERTAINMENT USES.

Automobile car wash: five (5) vehicular stacking/queuing spaces shall be provided on-site for each wash rack excluding said wash racks or service windows, plus one (1) parking space for each one and one-half (1.5) employees.

Banks: one (1) space per two hundred (200) square feet of gross floor area, plus five (5) off-street waiting (stacking/queuing) spaces per drive-in lane excluding service window areas.

Beauty and barber shops: one and one-half (1.5) spaces per operator, plus one (1) space per employee on the largest work shift.

Bed and Breakfast: two (2) spaces per dwelling unit and one (1) space per two (2) bedrooms for rent.

Convenience grocery: one (1) space per three hundred (300) square feet of gross floor area.

Country Inn: two (2) spaces per dwelling unit and one (1) space per each lodging room.

Funeral home: one (1) space per three (3) visitor seats or twenty-five (25) spaces per chapel unit, whichever is greater.

Grocery or supermarket: one (1) space per two hundred and fifty (250) square feet of gross floor area of customer sales and service, plus one

§ 10-07-002-0001

- D. The requirements set forth in this Chapter with respect to the location or improvement of parking, standing, and loading spaces shall apply to all such spaces that are provided for use, whether said spaces are provided in accordance with the requirements of this Ordinance, or said spaces are voluntarily provided.
- E. Off-street parking facilities accessory to residential uses and developed in any residential district in accordance with the requirements of this Chapter shall be used solely for the parking of passenger automobiles, recreational vehicles, or boats owned by occupants of the dwelling structures to which such facilities are accessory unless prohibited by deed restrictions and/or protective covenants, or the parking of passenger automobiles by guests of said occupants. Under no circumstances shall required off-street parking facilities accessory to residential structures be used for the storage of commercial vehicles associated with a business operation other than for a permitted home occupation at the same location. Such residential parking facilities shall not be used for the parking of automobiles belonging to the employees, owners, tenants, visitors, or customers of nearby commercial or manufacturing establishments.
- F. No major motor vehicle work of any kind shall be permitted in conjunction with accessory off-street parking or loading facilities; e.g., the overhauling of engines shall be prohibited.

10-07-002-0002. OFF-STREET PARKING STANDARDS:

- A. **REQUIRED NUMBER OF PARKING SPACES.** The following minimum number of parking spaces shall be required of the uses specified below. When determination of the number of required off-street parking spaces results in a fractional space, any fraction of less than one-half (1/2) may be disregarded, while a fraction of one-half (1/2) or more shall be counted as one (1) parking space.

Reference herein to "employee(s) on the largest work shift" means the maximum number of employees working at the facility during a single given day, regardless of the time period during which this occurs, and regardless of whether any such person is a full-time employee. The largest work shift may occur on any day of the week, or during a lunch or dinner period in the case of a restaurant.

The term "capacity" as used herein means the maximum number of persons which may be accommodated by the use as determined by its design or by fire or building code regulations, whichever is greater. This is synonymous with the term "maximum occupant load" used in the Uniform Building Code.

1. RESIDENTIAL USES.

Single-Family Residential Uses: Two (2) spaces per dwelling unit; three (3) spaces for dwelling containing four (4) or more bedrooms or more than three thousand (3,000) square feet of living area.

Two-Family Residential Uses: Same requirement as indicated below for Multiple-Family Residential Uses.

Manufactured Housing Residential Uses: Two (2) spaces per dwelling unit.

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2. COMMERCIAL AND ENTERTAINMENT USES.

Automobile car wash: five (5) vehicular stacking/queuing spaces shall be provided on-site for each wash rack excluding said wash racks or service windows, plus one (1) parking space for each one and one-half (1.5) employees.

Banks: one (1) space per two hundred (200) square feet of gross floor area, plus five (5) off-street waiting (stacking/queuing) spaces per drive-in lane excluding service window areas.

Beauty and barber shops: one and one-half (1.5) spaces per operator, plus one (1) space per employee on the largest work shift.

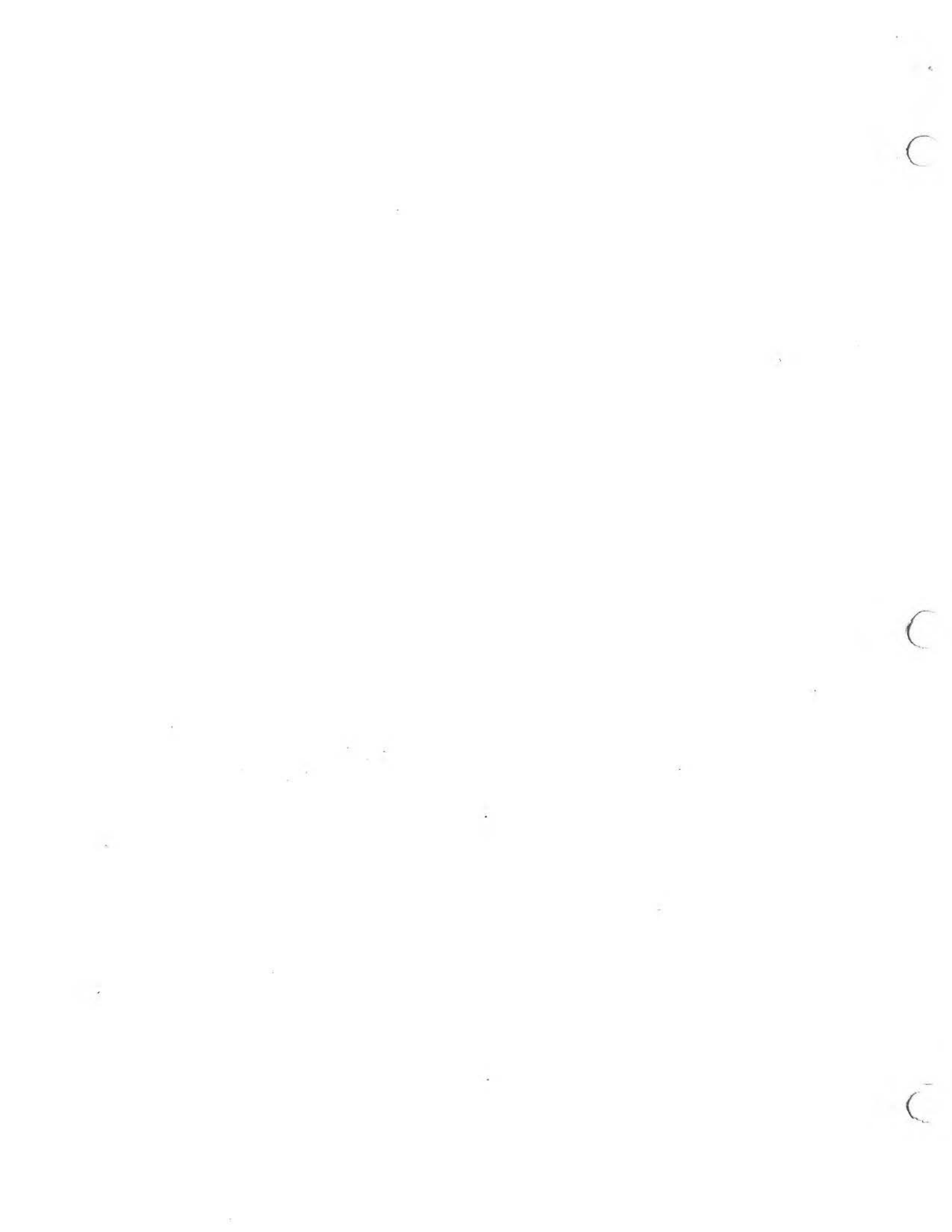
Bed and Breakfast: two (2) spaces per dwelling unit and one (1) space per two (2) bedrooms for rent.

Convenience grocery: one (1) space per three hundred (300) square feet of gross floor area.

Country Inn: two (2) spaces per dwelling unit and one (1) space per each lodging room.


Funeral home: one (1) space per three (3) visitor seats or twenty-five (25) spaces per chapel unit, whichever is greater.

Grocery or supermarket: one (1) space per two hundred and fifty (250) square feet of gross floor area of customer sales and service, plus one



RECORDING CERTIFICATE

WHEN RECORDED MAIL TO:

	CANDACE OWENS COCONINO COUNTY RECORDER OFFICIAL RECORDS OF COCONINO COUNTY
INST: 94-01398 FEE:\$	9.00
AT THE REQUEST OF:	
TRANSAMERICA TITLE CO	
DATE: 01/14/1994	TIME: 12:30
DKT: 1634 PG: 956	PAGES: 004

THIRD AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRD AMENDMENT to the Declaration of Covenants, Conditions and Restrictions which were recorded July 29, 1987, in Docket 1170, Pages 595-606, Coconino County, Arizona, is made pursuant to the provisions of Article VII, Section 3, of the original Declaration of Covenants, Conditions and Restrictions. At this time, Columbia Housing, L.L.C. is the successor Declarant under such Declaration and the owner of all lots and tracts in Phase II and Phase III.

WITNESSETH:

WHEREAS, prior Declarants have previously recorded a Declaration of Covenants, Conditions and Restrictions and two Amendments hereto this Third Amendment is executed this 30th day of December, 1993 by Declarant covering the property; and

WHEREAS, Declarant now desires to release the property noted on Exhibit A attached hereto from all such covenants, conditions and restrictions.

NOW, THEREFORE, Declarant, desiring to ensure the use of the property other than that noted on Exhibit A for the purposes intended and to provide for such property's character.

Declarant amends the Declaration of Covenants, Conditions and Restrictions as follows:

ARTICLE I

DEFINITIONS

Article I, Section 4, is amended to read:

Section 4: "Common area" shall mean all tracts in which an undivided interest shall be conveyed to the lot owners in the respective phase to which said lots are appurtenant. All

1634-956

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common areas as will be fully owned by the owner of record of each lot as follows:

Phase I contains 40 lots, to-wit: Lots 1 through 23, inclusive; Lots 54 through 69, inclusive; and Lot 50. Ownership of all common areas within Phase I will be equally distributed between each lot owner within Phase I, giving each lot owner an undivided 1/40 ownership of those common areas within Phase I, which is more particularly described as Tracts A and B of the recorded Final Plat for Lake Mary Park Estates, records of Coconino County, Arizona.

Phase II contains 37 lots, to-wit: Lots 24 through 49, inclusive; Lots 51 through 53, inclusive; and Lots 70 through 77, inclusive. Ownership of all common areas within Phase II will be equally distributed between each lot owner within Phase II, giving each lot owner an undivided 1/37 ownership of those common areas within Phase II, which is more particularly described as Tracts C and D of the recorded Final Plat for Lake Mary Park Estates, records of Coconino County, Arizona.

Phase III is deleted in its entirety.

Article IV, Section 5 is amended to read:

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, and with the exception of Phase III consisting of Lots 78 - 106 and Tracts E, F, G, H and J of the recorded Final Plat for Lake Mary Park Estates according to Case 4, Maps 119, 119A and 119B, records of Coconino County, Arizona.

1634-957

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set
its hand and seal this 6th day of January, 1994.

COLUMBIA HOUSING, L.L.C.
Declarant

By *Albert Waring*
Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 6th day of January
1994, by *Albert Waring*, Manager of COLUMBIA
HOUSING, L.L.C.

John Silvio
Notary Public

My commission expires:
My Commission Expires Oct. 12, 1996



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Exhibit A

Phase III (29 Lots)

Lots 78 - 106 and Tracts E, F, G, H & J, and any and all roadways which have been abandoned by the City of Flagstaff effective through this date, LAKE MARY PARK ESTATES, according to Case 4, Map 119-119B inclusive, records of Coconino County, Arizona.

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