

**DECLARATION
OF
RESERVATIONS
OF
TRACT 2243,
LAKE HAVASU CITY,
COUNTY OF MOHAVE,
ARIZONA**



2635 Anita Avenue, Lake Havasu City, Arizona 86404 (928) 855-6064

**DECLARATION OF RESERVATIONS
TRACT 2243, LAKE HAVASU CITY
COUNTY OF MOHAVE, ARIZONA**

This Declaration was approved this 19th day of January 1987, by a referendum of the Membership in accordance with H-2 of the original Declaration of Reservations, recorded July 29, 1969, and therefore, becomes a binding covenant and contract between the property owners in Tract 2243 and the Mountain View Property Owners Association, effective the first day of January.

This Declaration is designed for the mutual benefit of the lots in said Tract and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said Tract shall be held, leased or sold, and/or conveyed by owners, each and all of which is and are for the mutual benefit of the lots in said Tract and of each owners thereof, and shall run with the land and shall insure to and pass with each such lot and parcel of land in said Tract, and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon said Tract as a mutual and equal servitude in favor of each and every parcel of land therein as the dominant tenements, and in favor of the Association.

PERMIT REVIEW OFFICER

The Board of Directors shall appoint a member to act as the Permit Review Officer in behalf of the Association. The duties of the Permit Review Officer shall be to examine all applications for building permits as to compliance with the Deed Restrictions contained in the Declaration of Reservations and to cooperate with the Lake Havasu City Building Department as to the display of required building permit signs at the construction site. He will inform the Building Department of the approval or disapproval by the Association of a building permit applications by use of a form to be devised by the Association. He will also contact the Building Department or other appropriate authority in regard to interpretation of codes, ordinances, regulations and laws, particularly when a violation is believed to have been committed or is about to be committed.

SAID CONDITIONS ARE AS FOLLOWS

That all of the lots within this Subdivision with the exception of lot "A" shall be designated as single family residential mobile home area lots and shall be improved, used, and occupied under the conditions set forth under R-MH Zoning.

That the area designated on the recorded map as lot "A" shall be designed as a common use or community area, and it shall be improved and used solely for the purpose of recreational and functional building, structures and facilities, which shall be used by the members of said

Association in accordance with such rules and regulations as may be prescribed by said Association and not otherwise.

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All dwelling units and accessory structures will comply in size, configuration, construction, and installation with all of the applicable codes, rules, laws and ordinances of the Federal Government, the State of Arizona, the County of Mohave, and the City of Lake Havasu City. Appropriate permits will be obtained from the proper authorities for any and all installations and construction for which permits are required. All permits will be subject to review by the Permit Review Officer who will bring before the Association Board of Directors any application for a permit which contains features which may be undesirable.

Each mobile home installation shall contain not less than nine hundred and twenty (920) square feet of floor area under cover including patios, cabana, ramada, carport, garages, etc. The floor area in the living portion of the basic mobile home as manufactured, shall be not less than seven hundred and twenty (720) square feet excluding tongue and attached structures. No mobile home with a date of manufacture in excess of eight (8) years prior to the date of installation will be permitted. In the event that any of the provisions of this Declaration conflict with any of the sections of Ordinance 306 of the County of Mohave, or and codes, regulations or ordinances in effect enacted by the City of Lake Havasu City, Arizona, as applicable to this Subdivision, the more restrictive of them shall govern.

A. DEFINITIONS

The following words when used in this Declaration or any other business of the Association (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the non-profit Arizona Corporation of which all lot owners shall be members.
- (b) "The Properties" shall mean and refer to all of the lots in Tract 2243.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision maps of Tract 2243 and intended to be devoted to the common use and enjoyment of the lot owners.
- (d) "Owner" shall mean and refer to the contract purchaser or the record owner, whether one or more persons or entities, of any lot herein but notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) "Member" shall mean and refer to all those owners who are members of the Association as provided in Section B-1 hereof.

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(f) "Contract Purchaser" shall mean and refer to any person or entity that has executed a real estate purchase agreement for any lot in Tract 2243 and who is not in default under the terms thereof.

(g) "Lot" shall mean and refer to the lots as designated on the original map of Tract 2243 even though these lots may have been subsequently combined or subdivided.

(h) "Occupied Lot" shall mean and refer to a lot which has a dwelling unit placed on it regardless of whether it is being inhabited or not and regardless of the condition of the dwelling unit.

(i) "Rental Lot" shall mean and refer to an occupied lot wherein the dwelling is occupied by a person or persons other than the owner.

B. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

(1) Membership

Every person or entity who is a record owner of a fee or an undivided fee interest in, or a contract purchaser of any lot which is subject by covenants of record to assessments by the Association shall be a member of the Association, provided that any such person or entity who hold such interest merely as a security for the performance of an obligation shall not be a member.

(2) Voting Rights

Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Subparagraph 1 of this Section B. When more than one person holds such interest or interests in any lot or lots all such persons shall be members, and the vote for such lot or lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each lot.

C. PROPERTY RIGHTS ON THE COMMON PROPERTIES

1. Association Agreement:

The Association, its successors and assigns shall assume and be bound by all of the obligations set forth in this Declaration.

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2. Members Easement of Enjoyment:

Subject to the provisions of Subparagraph 4, every member shall have a right and easement of enjoyment in and to the common property and such easement shall be appurtenant to and shall pass with the title to every lot.

3. Extent of Members' Easement:

The rights and easement of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the common properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition of continued enjoyment by members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the members hereinunder shall be fully restored; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- (c) The right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any member for any period which any assessment remains unpaid, and for any period not to exceed ninety (90) days for any other infraction of its published Rules and Regulations; and
- (d) The right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members as provided that no such dedication, transfer of determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.

D. COVENANT FOR MAINTENANCE ASSESSMENTS:

1. Creation of the Lien and Personal Obligation of Assessments:

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Each owner of any lot by acceptance of a deed therefore, or the execution of any real estate purchase agreement, whether or not it shall be so expressed in any such deed or other conveyance or real estate purchase agreement, shall be deemed to covenant and agree to pay the Association: (1) monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due.

2. Purpose of Assessments:

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of this Tract and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties including but not limited to the construction of improvements thereon, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

3. Basis of Monthly Assessments:

The monthly assessments may be changed by vote of the members, as hereinafter provided. Such amounts so assessed shall be reasonable and shall be based on the cost of maintenance of said facilities and the furnishing of any and all services in respect to the common properties.

4. Special Assessments for Capital Improvements:

In addition to the assessments authorized by Subparagraph 3 above, the Association may levy in any assessment year a special assessment, applicable to that year only, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties including necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person, by proxy, or absentee ballot at a meeting duly called for this purpose,

written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

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5. Change in Basis and Maximum of Monthly Assessments:

Subject to the limitations of Subparagraph 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Subparagraph 3 hereof prospectively for any such period as to occupied or unoccupied lots provided that any such change shall have the assent of a majority of the votes of the members who are voting in person, by proxy or absentee ballot and are affected by such change at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that without the assent of two-thirds (2/3) of the votes of members so affected as herein provided, such monthly assessments shall not exceed twenty-five dollars (\$25.00) per month on occupied lots and fifteen dollars (\$15.00) on unoccupied lots.

6. Quorum for any Action Authorized under Subparagraph 4 or Subparagraph 5:

The Quorum for any action authorized under Subparagraph 4 or Subparagraph 5 within the twenty-five (\$25.00) and fifteen-dollar (\$15.00) limitations shall be as follows: at the first meeting called, as provided in Subparagraph 4 or Subparagraph 5 hereof, the presence at the meeting of members and those represented by proxies or absentee ballots entitled to cast sixty (60) percent of all the votes of membership shall constitute a Quorum. If the required Quorum is not forthcoming at any meeting, another meeting maybe called, subject to the notice requirement set forth in Subparagraph 4 or Subparagraph 5, and the required Quorum at any subsequent meeting shall be one-half (1/2) of the required Quorum at the preceding meetings, provided the no such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

7. Date of Commencement of Monthly Assessments:

Due Date, and Place of Payment:

The monthly assessments provided for herein shall commence on the first day of each month. The assessments for each month shall become due and payable on or before the tenth of that month. Payment of assessments shall be made to the Treasurer at the Association headquarters, 2635 Anita Avenue, Lake Havasu City, Arizona 86404. The date of any special assessment under Subparagraph 4 hereof shall be fixed in the resolution authorizing such assessment.

8. Duties of the Board of Directors:

The Secretary/Treasurer, at the direction of the Board of Directors of the Association, shall fix the date of commencement and the amount of assessments against each lot for each assessment period and prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of assessment shall thereupon be sent to every owner.

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**9. Effect of Nonpayment of Assessment:
The Personal Obligation of the Owner:
The Lien; Remedies of the Association:**

If the assessments are not paid on the date when due as specified in Subparagraph 7 hereof, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot against which made, which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns and shall be payable within ten (10) days after such assessment is due. The Association shall be entitled to enforce its rights hereunder by following the procedure provided for the enforcement of mechanics and materialmen's liens in the State of Arizona. This Paragraph shall constitute a request by each lot owner for the Association to perform the obligations imposed on it hereunder.

10. Non-Subordination of the Lien to Mortgages:

The lien of the assessments provided for herein shall not be subordinate to the lien of any mortgages now or hereinafter placed upon the lot subject to assessment, provided however, that such lien of the assessments shall apply only to the assessments, interest thereon and fees expended in an effort to collect such assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such liability for assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

11. Exempt Property:

The following property subject to this Declaration of Reservations shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the Local Public Authority and devoted to public use; (b) all common properties as defined in Section (a) hereof; (c) all properties exempted from taxation by the laws of the State of Arizona, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

E. FORMATION OF ASSOCIATION-MANAGEMENT:

The Association shall be a non-profit corporation, which pursuant to the provision of the laws of the State of Arizona shall provide for the management of the common properties by a Board of Directors elected by the members and alternates appointed by the Board of Directors, or a management agent appointed by such Board of Directors, or a combination of such a Board of Directors and a management agent.

F. GENERAL PROVISIONS:

1. Notices

Any notice required to be sent to any member or owner under the provisions of this Declaration of Reservations shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the Records of the Association at the time of such mailing.

2. Duration

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1998, at which time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years. These conditions may be changed in whole or in part at any time by vote of the majority of the owners of the lots in said Tract.

- ***The duration of the corporation shall be perpetual – amended 1996***

3. Severability

If any Paragraph, Section, Clause, or Phrase of the Conditions and Covenants herein contained shall be or become illegal, null or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void the remaining Paragraphs, Sections, Sentences, Clauses, or Phrases herein contained shall not be affected thereby. It is hereby declared that these Conditions and Covenants herein contained would have been and are imposed and each Paragraph, Section, Sentence, Clause or Phrase thereof, irrespective of the fact that any one or other Paragraphs, Sections, Sentences, Clauses or Phrases are or shall be illegal, null or void.

4. Enforcement

If any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the Conditions or Covenants herein, it shall be lawful for any other person or persons owning any other lots in said property, or the Association under the Board of Directors, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Conditions or Covenants and either to prevent him or them from doing so or to recover damages or other dues for each violation. Providing, however, that a breach or any of the foregoing Conditions or Covenants shall not in any way affect any valid mortgage or lien made in good faith and for value and not made for the purpose of defeating the purposes of such Reservations and Restrictions.

G. CERTIFICATION

In Witness where of the Board of Directors of the Mountain View Property Owners Association does certify that the forgoing Declaration of Reservations has been properly approved by the Membership of said Association at a meeting held on the 19th day of January 1987 in full compliance with Article H, Subparagraph 2, and any other applicable reference contained in the original Declaration of Reservations imposed by the Transamerica Title Insurance Company and recorded with the records of Mohave County, Arizona on July 29, 1969. In accordance with the aforementioned Article H, Subparagraph 2, this new Declaration of Reservations, as approved by the members and the Board of Directors is to become effective on January 1, 1988 and at that time the old Declaration of Reservations imposed by the Transamerica Title Insurance Company is to become null and void in its entirety. Therefore, the Mountain View Property Owners Association, Inc., has caused its Corporation Name and Seal to be hereunto affixed by its Board of Directors this 19th day of January 1987.

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OF
TRACT 2243,
LAKE HAVASU CITY,
COUNTY OF MOHAVE,
ARIZONA

Mountain View
PROPERTY OWNERS ASSOCIATION

2635 Anita Avenue • Lake Havasu City • Arizona 86403 • (602) 855-6064

INDEX MISCELLANEOUS

PROOFED

MICROFILMED

FEE #

87-39287

Revised 1-19-87
Effective 1-1-88



RECORDED IN OFFICIAL RECORDS OF MOHAVE COUNTY, ARIZONA
SEP 18 '87-8 00 AM
Joan McGill County Recorder
FEE 14.00 PGS 109/10

BOOK 1358 PAGE 71

