

1 WHEREAS, Declarant desires to create on said property,
2 a residential community, providing for the preservation of
3 values and amenities by subjecting the property to a general
4 plan of covenants, restrictions, easements, charges and liens
5 as hereinafter set forth to the benefit of said property and
6 each owner thereof, and

7 WHEREAS, JOYNER and FINN will create a nonprofit
8 corporation, the members of which shall be the respective owners
9 of the common facilities, for the purpose of maintaining and
10 administering the covenants, conditions and restrictions herein-
11 after set forth to insure the overall interest hereof.

12 NOW THEREFORE, Declarant declares that said real property
13 is and shall be held, transferred, sold, conveyed and occupied
14 subject to the covenants, conditions, restrictions, easements,
15 charges and liens, all of which shall run with the land, and
16 shall apply to and be binding upon all parties having or acquiring
17 any right, title or interest in said property or any part thereof,
18 as hereinafter set forth.

19 ARTICLE I

20 DEFINITIONS

21 Section 1. The following words when used in this
22 Declaration or any Supplemental Declaration (unless the context
23 shall prohibit) shall have the following meanings:

24 (a) "Apartment" shall mean a separate freehold estate,
25 consisting of an airspace defined as follows: The boundaries of
26 each such Apartment are as follows:

27 (i) The lower horizontal boundary for units Nos.
28 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, and 27 is the
29 surface of the ground floor thereof. The lower horizontal
30 boundary for unit Nos. 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22,
31 24, 26, and 28 is the upper surface of the wooden floor thereof.
32 The lower horizontal boundary for the patio area of units 1, 3

1 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, and 27 is the surface of
2 the concrete patio slab. The lower horizontal boundary for the
3 balcony area for unit Nos. 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22,
4 24, 26, and 28 is the upper surface of the wooden floor thereof.

5 (ii) The upper horizontal boundary is a horizontal
6 plane, the elevation of which coincides with the elevation of the
7 surface of the finished ceiling or ceilings thereof, and in the
8 case of patio areas, or balcony areas, is the horizontal plane which
9 is the extension of the elevation of any surface of the finished
10 ceiling or ceilings thereof.

11 (iii) The lateral boundaries are the interior surfaces
12 of the perimeter walls, windows and doors thereof and vertical planes
13 coincidental with the interior surfaces of the perimeter walls
14 thereof, and in the case of second floor units, the vertical planes
15 coincidental with the outer surface of the vertical 24" x 36" utility
16 chase, extended upward to intersect the upper horizontal boundary,
17 and in the case of patio areas lateral boundaries are the vertical
18 planes coincidental with the perimeters of the concrete patio slab,
19 and in the case of balconies are the vertical planes coincidental
20 with the perimeters of the balcony floor and coincidental with the
21 exterior surfaces of the perimeter walls, windows and doors thereof.

22 (iv) Each Apartment includes the surfaces so
23 described, and the portions of the building and improvements lying
24 within said boundaries. Each such Apartment shall also include
25 the heating and air conditioning unit or units, ranges, garbage
26 disposal units, and other household appliances lying within said
27 boundaries and/or appurtenant areas.

28 (v) Unless otherwise indicated, all airspace
29 boundary lines intersect at right angles.

30 (vi) Each Apartment shall include airspace
31 denominated as parking, and the airspace for each parking space
32 shall consist of airspace for which the upper horizontal boundary

1 is the surface of the ceiling thereof, and the lateral boundaries
2 of which are vertical planes coincidental with the perimeters of
3 the concrete floor for each parking space.

4 The following are not part of an Apartment: Bearing
5 walls, columns, vertical supports, roofs, floors, cement slabs,
6 foundations, external stairs, pipes, ducts, flues, garage doors,
7 central motor heating systems, private drives, front doors, arcades
8 and/or sliding glass doors, conduits, wires and other utility
9 installations, wherever located, except the outlets thereof when
10 located within the Apartment. In interpreting deeds, plats, decla-
11 rations, and plans, the existing physical boundaries of an Apartment
12 or an Apartment reconstructed in substantial accordance with the
13 original plans thereof shall be conclusively presumed to be its
14 boundaries rather than the description expressed in the deed, plat,
15 plan or declaration, regardless of settling or lateral movement of
16 the building, and regardless of minor variances between the boundar-
17 ies as shown on the plan or in the deed and declaration and those of
18 the building. Each Apartment in each building, as the case may be,
19 shall be deemed to be a separate and distinct Apartment.

20 (b) "Association" shall mean and refer to PECOS
21 VILLAS HAVASU, INC., an Arizona nonprofit corporation, its successors
22 and assigns, formed as an entity through which the owners may act,
23 in accordance with the Arizona Revised Statutes, Sections 33-551.1
24 to 33.561 (1962).

25 (c) "The Properties" shall mean and refer to all
26 such existing properties as are subject to this Declaration.

27 (d) "Member shall mean any person, corporation,
28 partnership, joint venture or other legal entity who is an
29 owner provided for herein.

30 (e) "Owner(s)" shall mean and refer to the record
31 owner, whether one or more persons or entities, of equitable
32 ---

1 or beneficial title (or legal title if same has merged) of
2 any Apartment. "Owner" shall include the purchaser under an
3 executory contract for the sale of the real property. The
4 foregoing does not include persons or entities who hold an
5 interest in any Apartment merely as security for the performance
6 of an obligation. Except as stated otherwise herein "Owner"
7 shall not include a lessee or tenant of an Apartment. For
8 the purposes of Article VI only, unless the context otherwise
9 required, "Owner" shall also include the family, invitees,
10 licensees, and lessees of any Owner, together with any other
11 person or parties holding any possessing interest granted by
12 such owner of any Apartment.

13 (f) "Board" shall mean the Board of Directors of the
14 Association.

15 (g) "Bylaws" shall mean the Bylaws of the Associa-
16 tion as such Bylaws may be amended from time to time.

17 (h) "Declarant" shall mean STATE TITLE COMPANY, INC.,
18 an Arizona Corporation, as Trustee, including its successors and
19 assigns.

20 (i) "Declaration" shall mean this entire document,
21 as same may from time to time be amended.

22 (j) "Common Area", sometimes referred to as "Common
23 Facilities", shall mean the entire properties except Apartment
24 as defined in (a) above.

25 (k) "Unoccupied" with reference to any Apartment or
26 Apartments shall mean any Apartment that has been constructed
27 but not yet conveyed by JOYNER and FINN or Declarant.

28 (l) "Common wall" shall mean the wall or walls which
29 shall separate contiguous Apartments.

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31 ---
32 ---

1 ARTICLE II

2 DECLARATION OF HORIZONTAL PROPERTY REGIME

3 Section 1. PROPERTY SUBJECT TO THIS DECLARATION:

4 Declarant is the owner of the real property which is, and shall
5 be held, transferred, sold, conveyed and occupied subject to
6 this Declaration, which is located in Mohave County, Arizona,
7 and is more particularly described as follows:

8 (a) (Insert Legal Description)
9 LOIS FIVE (5), SIX (6), and SEVEN (7), BLOCK TWO (2), TRACT NO. 2305, LAKE HAVASU
10 CITY, ARIZONA, according to the plat thereof, recorded June 20, 1973 as Fee No.
11 73-18028, records of Mohave County, Arizona. EXCEPT all oil, gases and other
12 hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of
13 every name and description, together with all uranium, thorium or any other material
14 which is or may be determined to be peculiarly essential to the production of
15 fissionable materials, whether or not of commercial value, as reserved in instru-
16 ment recorded in Book 658 of Official Records, Pages 690,691,694,695,698 and 699.
17 EXCEPT and undivided 1/16th of all oil, gases and other hydrocarbon substances,
18 coal or stone, metals, minerals, fossils and fertilizer of every name and descrip-
19 tion, together with all uranium, thorium or any other material which is or may be
20 determined by the laws of the United States, the State of Arizona or decisions of
21 courts to be peculiarly essential to the production of fissionable materials,
22 whether or not of commercial value, as reserved by the State of Arizona, in Section
23 37-231, Arizona Revised Statutes and in Patent of Record. EXCEPT all underground
24 water under or flowing through said land and water rights appurtenant thereto, as
25 set forth in instrument recorded in Book 658 of Official Records, Pages 690, 691,
26 694,695,698 and 699. EXCEPT all oil, gas, coal and other material minerals in
27 said land below a depth of 500 feet from the surface as set forth in Deed recorded
28 ~~BOOK 305, OF P104.~~(b) PECOS VILLAS HAVASU, INC., a plat of record recorded
29 December 8, 1980 _____, as Fee No. 80-40668

30 in the office of the Recorder of Mohave County, Arizona.

31 Section 2. DECLARATION. Pursuant to Chapter 4.1,
32 Article 1, Section 33-551 to 33-561 inclusive, Arizona Revised
33 Statutes, Declarant does hereby submit said property described
34 above to the Horizontal Property Regime in order to establish
35 the nature of the use and enjoyment of the aforescribed
36 property.

37 Section 3. DESCRIPTION OF PROJECT.

38 (a) DESCRIPTION OF THE LAND. The land shall be
39 as described in the recorded plat referred to in Article II,
40 Section 1.

41 (b) DESCRIPTION OF THE SPACE OF THE BUILDING.

42 Seven (7) buildings of four (4) apartments each, together with

1 one (1) covered parking space per apartment.

2 (c) DESCRIPTION OF THE SPACE OF APARTMENT. The
3 Horizontal Property Regime shall be composed of TWENTY-EIGHT
4 (28) apartments together with one covered parking space per
5 apartment.

6 Each Apartment shall be identified numerically as
7 1 through 28 as shown on the recorded plat. The cubic content
8 space of each Apartment and adjacent complements so designated
9 and subject to individual ownership and exclusive control is
10 as more fully set forth and described in the aforesaid recorded
11 plat.

12 (d) DESCRIPTION OF GENERAL COMMON ELEMENTS. The
13 general common elements shall include all of said property referred
14 to in Section 1 above, including the land upon which the Apartments
15 are located, the buildings, all bearing walls, columns, floors,
16 roofs, slabs, external stairs, all recreational facilities,
17 swimming pools, pumps, landscaping, pavements, private drives,
18 front doors, arcadas and/or glass sliding doors, all waste,
19 water and gas pipes, ducts, chutes, conduits, wires, drainage
20 lines, other utility and installation lines, the foundations
21 of the Apartments, the foundations of the buildings, and all
22 other devices and premises designed for common use or enjoyment
23 by more than one owner or owners of a single Apartment, all as
24 in more fully set forth and described herein and in the said
25 recorded plat, and except for an Apartment as defined, and
26 except for the outlets of utilities when located within an
27 Apartment, and those areas allocated for use as common parking,
28 patio, heating and air conditioning unit, and balcony purposes,
29 if any, and driveway, as shown on said recorded plat. The common
30 elements shall remain undivided and no owner shall bring any action
31 for partition, it being agreed that this restriction is necessary
32 in order to preserve the rights of the owners with respect to the

1 operation and management of the common elements.

2 (e) FRACTIONAL INTEREST. Each Apartment shall bear
3 an undivided 1/28 fractional interest in the entire Horizontal
4 Property Regime.

5 Section 4. VERTICAL DIMENSION. All reference to
6 vertical dimensions made in this document or on the recorded
7 map referred to in Section 1, Article II, shall be based upon
8 the elevations as described below:

9 Bench Mark elevation - 528.54 feet

10 Spike - "mark X" on the north side of the sewer
11 manhole rim approximately 10 feet east of the
12 project in the Lake Havasu Avenue right-of-way,
in line with the southern most boundary of Lot 5,
if extended toward Lake Havasu Avenue.

13 ARTICLE III

14 HOMEOWNERS ASSOCIATION

15 Section 1. It is recognized that at the date hereof
16 construction of all the common elements and the proposed dwelling
17 units contemplated by the recorded subdivision may referred to in
18 Article II above, have not been completed, and that the Homeowners
19 Association envisioned herein is not operative. In order that
20 said Apartments be constructed and sold, the said Common Areas
21 be installed and protected, and that the said Association becomes
22 stabilized and operational in the support and promotion of the
23 objectives of this Declaration, JOYNER and FINN hereby reserve
24 unto themselves, at their option, the sole and exclusive right
25 to manage the affairs of the Homeowners Association. JOYNER
26 and FINN shall have the sole and exclusive right to make
27 contracts or agreements on behalf of the Association for
28 maintenance of Common Areas and Operation of the Association,
29 and do all things as authorized by this Declaration.

30 Section 2. PECOS VILLAS HAVASU, INC., a non-profit
31 corporation organized under and by virtue of the laws of the
32 State of Arizona governing non-profit corporations shall accept

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1 responsibility for and provide such necessary and appropriate
2 action for the proper maintenance, repair, replacement, operation,
3 managements, beautification and improvement of that certain
4 property and improvements to be used in common by and for the
5 benefit of the owners of apartments constructed on said properties.
6 Section 3. Until such time as Nineteen (19) of the
7 Apartments in the above described properties have been conveyed
8 to the purchasers thereof, all right, discretion, power and
9 authority herein granted to said Homeowners Association and
10 said Apartment owners through said Homeowners Association, including
11 the right to collect assessments (excepting reserves for replace-
12 ment) shall, at the option of JOYNER and FINN
13 remain with JOYNER and FINN
14 directly or through said Homeowners Association. Capital improve-
15 ments or additions to the general common elements may be achieved
16 by an affirmative vote said improvements and/or additions will be
17 installed by JOYNER and FINN.
18 JOYNER and FINN shall prorate such
19 costs to each owner and collect such costs as if it were an assess-
20 ment as provided for herein. Upon sale of not less than Nineteen
21 (19) of said Apartments, or unless earlier required by
22 JOYNER and FINN, all such rights, discretion,
23 power and authority shall be assumed by the Apartment owners who
24 are then members of the Homeowners Association, through their
25 Officers and Directors who shall be duly elected at such time.
26 Section 4. Until such time as Nineteen (19) of the
27 Apartments have been conveyed or transferred from
28 JOYNER and FINN or the Trustee to the purchasers
29 thereof, neither JOYNER and FINN
30 or the Trustee shall be liable for any assessment referred to
31 herein for any unoccupied apartments. In lieu of payment of such
32 assessment, JOYNER and FINN

1 shall assume responsibility for month-to-month maintenance, repair,
2 the management of Common Elements adjacent to any unoccupied
3 apartments until such time control of the Association is assumed
4 by the owners of occupied Apartments. For purposes of this
5 paragraph assumption of control of the Association is defined
6 as having passed conclusively to the owners collectively upon
7 completion of the following requirements:

8 (a) JOYNER and FINN
9 shall notify the owner of each occupied Apartment that
10 JOYNER and FINN have relinquished
11 control of the Homeowners Association effective Thirty (30) days
12 after date of notice.

13 (b) Delivery of the Homeowners Association corporate
14 minutes and seal, if any, to any one of the owners of record
15 receiving such notice, or committee organized for such purpose.

16 There shall be no outstanding or accrued debts against
17 the Association at the time of assumption of control by the owners.
18 Beginning with the date of control of the Association by the
19 owners. JOYNER and FINN or their
20 successors shall at no time be responsible for any assessment
21 against Apartments or land not available for habitation or available
22 for habitation but unsold.

23 ARTICLE IV

24 PROPERTY RIGHTS

25 Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every
26 Owner shall have a right and easement of enjoyment in and to
27 the Common Areas which shall be appurtenant to and shall pass
28 with the title to every Apartment subject to the following
29 provisions:

30 (a) The Association shall have the right to charge
31 reasonable admission and other fees for the use of any recreational
32 facility situated upon the Common Areas;

1 (b) The Association shall have the right to suspend
2 voting rights and right to use of the recreational facilities
3 by an Owner for any period during which any assessment against
4 his Apartment or living unit remains unpaid; and for a period
5 not to exceed Sixty (60) days for any infraction of this
6 Declaration;

7 (c) The Association shall have the right to dedicate
8 or transfer all or any part of the Common Areas to any public
9 agency authority, or utility, for such purposes and subject
10 to such conditions as may be agreed by Two-thirds (2/3) of
11 the Owners agreeing to such dedication or transfer.

12 (d) JOYNER and FINN
13 shall have the right (including their sales agents and/or represent-
14 tives) to the non-exclusive use of the Common Area and the
15 facilities thereof, for display and exhibit purposes in connection
16 with the sale of Apartments which right Declarant hereby reserves.
17 No such use by JOYNER and FINN
18 or their sales agents or representatives shall otherwise restrict
19 the Members of their use and enjoyment of the Common Areas and
20 facilities thereon.

21 (e) The Association shall have the right to limit
22 the number of guests of members.

23 (f) The Association shall have the right to establish
24 uniform rules and regulations pertaining to the use of the
25 Common Area and the recreational facilities thereon.

26 (g) The Association shall have the right in accordance
27 with its Articles and Bylaws to borrow money for the purpose of
28 improving the Common Area and facilities thereon.

29 Section 2. DELEGATION OF USE. Any Owner may delegate,
30 in accordance with this Declaration, his right of enjoyment to
31 the Common Areas and facilities to the members of his family,
32 his tenants, or to a reasonable number of his guests or invitees

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1 said number shall be as determined from time to time by the
2 Board of Directors of the Association.

3 ARTICLE V

4 MEMBERSHIP AND VOTING RIGHTS

5 Section 1. MEMBERSHIP. Every Owner of an Apartment
6 shall be a member of the Association. Membership shall be
7 appurtenant to and may not be separated from ownership of any
8 Apartment or living unit which is subject to assessment. The
9 rights and obligations of an Owner and membership in the Associa-
10 tion shall not be assigned, transferred, pledged, conveyed, or
11 alienated in any way except upon transfer of ownership to such
12 Apartment, or by intestate succession, testamentary disposition,
13 foreclosure of a mortgage or record, or such other legal process
14 that is not in effect or as may hereafter be established under
15 or pursuant to the laws of the State of Arizona. Any attempt
16 to make a prohibited transfer shall be void. Any transfer of
17 ownership shall operate to transfer said membership to the new
18 Owner, and a reasonable charge may be assessed by the Association
19 for each such transfer.

20 Section 2. VOTING RIGHTS. All Owners shall be en-
21 titled to one vote for each Apartment owned. When more than
22 one person holds an interest, all such persons shall become
23 Members. The vote for such Apartment shall be exercised as they
24 among themselves determine, but in no event shall more than one
25 vote be cast with respect to any Apartment, and fractional votes
26 shall not be allowed. In the event more than one vote is cast
27 for a particular Apartment, none of the votes shall be counted
28 and said votes shall be deemed void.

29 ARTICLE VI

30 COVENANT FOR MAINTENANCE ASSESSMENTS

31 Section 1. PERSONAL OBLIGATION OF ASSESSMENTS.

32 Each Owner of an Apartment, except as provided in Article III,

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1 Section 4 hereof, by acceptance of a deed therefore, whether
2 or not it shall be so expressed in such deed, is deemed to
3 covenant and agree to pay to the Association: (1) annual
4 assessments, or charges, and (2) special assessments for
5 capital improvements, which assessments shall be established
6 and collected as provided in the Articles and Bylaws. The
7 annual and special assessments, late payment penalties, if any,
8 together with interest thereon, and reasonable attorney's fees
9 and costs to collection thereof, shall be a continuing lien on
10 the Apartment and the Common Areas as created by this Declaration.
11 Each such assessment, together with interest, costs, reasonable
12 attorney's fees and costs of collection, shall also be the
13 personal obligation of the person who was the Owner of such
14 Apartment at the time when the assessment fell due. The
15 personal obligations for delinquent assessments shall not pass
16 to successors in title unless expressly assumed by them.

17 Section 2. PURPOSE OF ASSESSMENTS. The assessments
18 levied by the Association shall be used to promote the recrea-
19 tion, health, safety, and welfare of all Owners, for the improve-
20 ment and maintenance of the Common Areas, and for all purposes
21 set forth in the Articles, including but not limited to, manage-
22 ment fees, insurance premiums unless otherwise provided for,
23 expenses for maintenance, repairs and replacements of Common Areas
24 or portions thereof, reserves for contingencies, taxes, charges
25 for water and other utilities for the Common Areas.

26 (a) By appropriate action the Association may establish
27 and maintain a reserve fund for replacements by the allocations
28 and payment monthly to such reserve fund an amount to be
29 designated from time to time by the Board of Directors. Such
30 fund shall be depository, and may be in the form of cash deposit
31 or invested in obligations of, or fully guaranteed as to principal
32 by the United States of America. The reserve fund is for

1 the purpose of effecting replacement or repair because of
2 damage, depreciation or obsolescence to Common Area elements.

3 Section 3. UNIFORM RATE OF ASSESSMENT. Both annual
4 and special assessments must be fixed at a uniform rate for
5 all Apartments and may be collected on a monthly basis or such
6 basis as the Board of Directors of the Association shall determine.

7 Section 4. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.
8 The annual assessments shall commence as to all units on the
9 first day of the month following the conveyance to an Owner,
10 except as provided in Article III, Section 4. The first annual
11 assessment shall be adjusted according to the number of months
12 remaining in the calendar year. The Board shall fix the amount
13 of the annual assessment against each unit at least Thirty (30)
14 days in advance of each annual assessment period. Written notice
15 of the annual assessment shall be sent to every owner subject
16 thereto at the last known mailing address. The due dates shall
17 be established by the Board of Directors.

18 Section 5. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.
19 In addition to the annual assessment authorized above, the
20 Association may levy, in any assessment year, a special assess-
21 ment applicable to that year only for the purpose of defraying,
22 in whole or in part, the cost of any construction, reconstruc-
23 tion, repair or replacement of a capital improvement upon the
24 Common Area, including fixtures and personal property related
25 thereto, provided that any such assessment shall have the
26 assent to Two-thirds (2/3) of the votes of members who are
27 voting in person or by proxy at a meeting duly called for
28 this purpose.

29 Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED
30 UNDER SECTION 5. Written notice of any meeting called for the
31 purpose of taking any action authorized under Section 5 shall be
32 sent to all members at the last known mailing address not less than

1 Thirty (30) days nor more than Sixty (60) days in advance of the
2 meeting. At the first such meeting called, the presence of members
3 or of proxies entitled to cast Sixty percent (60%) of all the votes
4 of the membership shall constitute a quorum. If the required
5 quorum is not present, another meeting may be called subject to
6 the same notice requirement, and the required quorum at the
7 subsequent meeting shall be One-half (1/2) of the required quorum
8 at the preceding meeting. No such subsequent meeting shall be
9 held more than Sixty (60) days following the preceding meeting.

10 Section 7. EFFECT OF NONPAYMENT OF ASSESSMENTS.
11 REMEDIES OF THE ASSOCIATION. Any assessment not paid within
12 Thirty (30) days after the due date shall bear interest from
13 the due date at the rate of Nine and One-half (9-1/2%) per annum,
14 simple interest. The Association may bring an action of law
15 against the Owner personally obligated to pay the same, or
16 foreclose the lien against the property. No Owner may waive
17 or otherwise escape liability for the assessments provided for
18 herein by non-use of the Common Area or abandonment of his
19 Apartment.

20 Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES.
21 The lien of the assessments provided for herein shall be sub-
22 ordinate to the lien of any first mortgage. Sales or transfer of
23 any Apartment shall not affect the assessment lien. However,
24 the sale or transfer of any Apartment pursuant to mortgage fore-
25 closure or any proceeding in lieu thereof, shall extinguish the
26 lien of such assessments as to payments which became due prior
27 to such sale or transfer. No sale or transfer shall relieve such
28 Apartment from liability for any assessments thereafter becoming
29 due or from the lien thereof.

30 **ARTICE VII**
31 **ARCHETECTURAL CONTROL**
32 Section 1. ARCHITECTURAL APPROVAL. No building,

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1 fence, wall or other structure shall be commenced, erected or
2 maintained upon the Properties, nor shall any exterior addition
3 to or change or alteration therein be made until the plans and
4 specifications showing the nature, kind, shape, heights, mater-
5 ials, and location of the same shall have been submitted to
6 and approved in writing by the Board of Directors of the Assoc-
7 iation.

8 ARTICLE VIII

9 COMMON WALLS

10 Section 1. The rights and duties of Owners with
11 respect to Common Walls shall be as follows:

12 (a) The Owners of contiguous Apartments who have
13 a Common Wall or Walls shall both equally have the right to
14 use such wall or walls provided that such use by one Owner
15 does not interfere with the use and enjoyment of same by the
16 other Owner.

17 (b) In the event that any Common Wall or Walls are
18 damaged or destroyed through the act of an Owner or any of his
19 agents or guests or members of his family (whether or not such
20 act is negligent or otherwise culpable), it shall be the
21 obligation of such Owner to rebuild and repair the Common Wall
22 or walls without cost to the other adjoining Owner or Owners.

23 (c) In the event any such Common Wall or walls are
24 destroyed or damaged (including deterioration from ordinary
25 wear and tear and lapse of time), other than by the act of an
26 adjoining Owner, his agents, guests, or family, it shall be
27 the obligation of the Association to rebuild and repair such
28 wall or walls.

29 (d) Notwithstanding anything to the contrary herein
30 contained, there shall be no impairment of the structural
31 integrity of any Common Wall or walls without the prior consent
32 of the Board.

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1 (e) In the event of the dispute between Owners with
2 respect to the construction, repair or rebuilding of a Common
3 Wall or wall, or with respect to the bearing of the cost
4 thereof, the Owners shall submit the dispute to the Board, the
5 decision of which shall be final and binding on all Owners.

6 ARTICLE IX

7 REPAIR AND MAINTENANCE

8 Section 1. BY OWNER. Each Owner of an Apartment
9 shall maintain, repair, replace, and restore at his own expense
10 all portion of the Apartment(s) he shall own, and such main-
11 tenance, repair, replacement or restoration shall be subject to
12 control and approval of the Association. No Owner shall remove,
13 alter, injure, or interfere with any shrubs, trees, grass or
14 plantings placed upon any Property by Declarant or
15 JOYNER and FINN or the Association without first obtaining
16 the written consent of the Association.

17 Section 2. BY THE ASSOCIATION. The Association shall
18 have full power and control and it shall be its duty to maintain,
19 repair and make necessary improvements thereon, and all private road-
20 ways, streets, parking areas, walks and other means of ingress and
21 egress within the project. This shall include the exterior portions
22 of the Apartments except glass surfaces, and the buildings (except
23 for the Apartments); the land upon which the buildings are located;
24 the airspace above the buildings, all bearing walls, columns, floors,
25 roofs, slabs, foundations, external stairways, storage spaces,
26 balconies, lobbies, garage doors, front doors, arcadia and/or
27 sliding glass doors, all waste, water, sewer and gas pipes,
28 ducts, shoots, conduits, wires and all other utility
29 installations of the buildings, wherever located, except the
30 outlets thereof when located within the Apartments. The
31 Association is further empowered with the right and duty to
32 periodically inspect all Common Areas in order that minimum

1 standards of repair, design, color and landscaping shall be
2 maintained for beauty, harmony and conservation within the entire
3 project. The Board shall be the sole judge as to the appropriate
4 maintenance of the Common Areas.

5 Section 3. GENERAL MAINTENANCE. In the event that
6 the Association determines that an improvement or the Common
7 Areas are in need of repair, restoration or painting, or that
8 the landscaping is in need of installation, repair or restora-
9 tion, the Association shall undertake to remedy such condition
10 and the cost thereof shall be charged to the Owners and shall
11 be subject to levy, enforcement and collection by the Association
12 in accordance with the assessment lien procedure provided for
13 in this Declaration. The Association shall have a limited right
14 of entry in and upon all Common Areas as defined above and the
15 exterior of all Apartments for the purpose of taking whatever
16 correction action may be deemed necessary or proper by the
17 Association. Nothing in this Article shall in any manner limit
18 the right of the Owner to exclusive control over the interior
19 of his Apartment. Provided, however, that an Owner shall grant
20 the right of entry therein to the Association or any other per-
21 son or other Owner or Owners, or their authorized representatives,
22 in case of any emergency originating in or threatening his
23 Apartment, whether the Owner is present or not, when so required
24 to enter his Apartment for the purpose of performing installa-
25 tion, alterations or repairs to the mechanical or electrical
26 services, including water, sewer, and other utility services,
27 provided that reasonable requests for entry are made and that
28 such entry is at a time reasonably convenient to the Owner whose
29 Apartment is to be entered. In case of an emergency such right
30 of entry shall be immediate without the necessity for a request
31 having to be made.
32 -----

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SUITE A
LAKE HAVASU CITY, AZ 86403

1 and systems, etc. By virtue of this easement, it shall be
2 expressly permissible for the providing utility or service
3 company or the Association or their agent to install and main-
4 tain facilities and equipment on said Property and to affix and
5 maintain wires, circuits and conduits on, in and under the roofs,
6 and exterior walls of any building. Notwithstanding anything
7 to the contrary contained in this paragraph, no sewers, elec-
8 trical lines, water lines, or other utilities or service lines
9 may be installed or relocated on said Property except as initial-
10 ly designed and installed or thereafter approved by
11 JOYNER and FINN or the Board. This
12 easement shall in no way affect any other recorded easements on
13 said Property. This easement shall be limited to improvements as
14 originally constructed. There shall be an access easement to all
15 buildings for the delivery and collection of the United States mail.

16 Section 2. ENCROACHMENT. Each Apartment shall be
17 subject to an easement for encroachments created by construction,
18 settling and overhangs, as designed or constructed. A valid
19 easement for said encroachments and for the maintenance of same,
20 so long as it stands, shall and does exist. In the event a
21 building is partially or totally destroyed, and then rebuilt,
22 the Owners agree that minor encroachments on parts of the ad-
23 jacent residence due to construction shall be permitted and that
24 a valid easement for said encroachment and the maintenance there-
25 of shall exist.

26 ARTICLE XI

27 USE RESTRICTIONS

28 Section 1. SINGLE-FAMILY RESIDENTIAL USE. An Apart-
29 ment shall be used, improved, and devoted exclusively to Single-
30 Family Residential use. No occupation, profession, trade or
31 other non-residential use shall be conducted on any such pro-
32 perty without the approval of the Board of Directors of the

1 Association. Nothing herein shall be deemed to prevent the
2 lease of an Apartment to a single-family from time to time by
3 the Owner thereof, subject to all of the provisions of this
4 Declaration. The Board of Directors of the Association shall
5 have the right to determine the minimum age, if any, of any
6 permanent resident and the maximum number of occupants of any
7 Apartment.

8 Section 2. ANIMALS. No animals, birds, fowl poultry,
9 or livestock other than a reasonable number of domestic dogs,
10 cats, fish and birds in cages shall be maintained in any Apart-
11 ment and then only if they are kept therein solely as domestic
12 pets and not for commercial purposes. No animal or bird shall
13 be allowed to make an unreasonable amount of noise, or to become
14 a nuisance. No structure for the care, housing, or confinement
15 of any animal or bird shall be maintained so as to be visible
16 from a neighboring Apartment or street. Upon the written request
17 of any Owner, the Board shall conclusively determine, in its
18 sole and absolute discretion, whether, for the purpose of this
19 paragraph, a particular animal or bird is a generally recognized
20 household pet, or a nuisance, or whether the number of animals
21 or birds on any such property is reasonable. Any decision
22 rendered by the Board shall be enforceable as other restrictions
23 contained herein. The Board shall have the right to prohibit
24 maintenance of any animal or bird which constitutes, in the
25 opinion of the Board, a nuisance to any other Owner. Dogs and
26 other animals must be kept on a leash when not confined in the
27 Owner's Apartment. No Owner shall permit its dog or animal
28 to create unsanitary conditions anywhere on the common proper-
29 ties.

30 Section 3. ANTENNAS. No antenna or other device
31 for the transmission or reception of television or radio sig-
32 nals or any other form of electromagnetic radiation shall be

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1 erected, used or maintained outdoors on any property whether
2 attached to a building or structure or otherwise, unless appro-
3 ved by the Board.

4 Section 4. UTILITY SERVICE. No lines, wire or
5 other devices for the communication or transmission or electric
6 current or power, including telephone, television and radio
7 signals, shall be erected, placed or maintained anywhere in
8 or upon any property unless the same shall be contained in
9 conduits or cables installed and maintained underground or
10 concealed in, under or on buildings or other structures approved
11 by the Board. No provision hereof shall be deemed to forbid the
12 erection of temporary power or telephone structures incidental
13 to the construction of buildings or structures approved by the
14 Board.

15 Section 5. TEMPORARY OCCUPANCY. No temporary build-
16 ings or structure of any kind shall be used at any time for
17 a residence on any property.

18 Section 6. TRAILERS AND MOTOR VEHICLES. Except with
19 approval of the Board, no mobile home, trailer of any kind,
20 truck camper, or permanent tent or similar structure shall be
21 kept, placed, maintained, constructed, reconstructed, or re-
22 paired, nor shall any motor vehicle be constructed, reconstruc-
23 ted or repaired, upon any Property or street (public or private)
24 in such a manner as will be visible from neighboring property.
25 No boat, trailer, recreational vehicle, camper, truck, motor-
26 cycle, motorbike, scooter, or other similar motor vehicles which
27 does not fit within the owned carport shall be parked or stored
28 on any private drive or in any part of the property. The pro-
29 visions of this paragraph shall not apply to emergency vehicle
30 repairs or temporary construction shelters or facilities main-
31 tained during, and used exclusively in connection with, the
32 construction of any improvement approved by the Board.

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1 Section 7. TRASH CONTAINERS AND COLLECTION. No
2 garbage or trash shall be placed or kept on any property except
3 in covered containers of a type, size and style which are appro-
4 ved by the Board. In no event shall such containers be main-
5 tained so as to be visible from neighboring property except to
6 make the same available for collection, and then only the
7 shortest time reasonable necessary to effect such collection.

8 Section 8. CLOTHES DRYING FACILITIES. Outside clothes-
9 lines or other outside facilities for drying or airing clothes
10 shall not be erected, placed or maintained on any property.

11 Section 9. SIGNS. No sign whatsoever (including
12 but not limited to, commercial, political and similar signs)
13 which are visible from neighboring property shall be erected
14 or maintained on any property except:

15 (a) Such signs as may be required by legal proceedings;

16 (b) Not more than one (1) residential identification
17 sign with a combined total face area of seventy-two (72) square
18 inches or less;

19 (c) During the time of construction of any building
20 or other improvement, job identification signs.

21 (d) Such signs the nature, number and location of
22 which have been approved by the Board in advance.

23 Section 10. DECLARANT'S EXEMPTION. Nothing contained
24 in this Declaration shall be constructed to prevent the erection
25 or maintenance by Declarant or its duly authorized agents, of
26 structures, improvements, or signs necessary or convenient to

27 JOYNER and PINN sale, operation or other
28 disposition of Property.

29 Section 11. NUISANCES. No nuisance shall be permitted
30 to exist or operation upon any property so as to be offensive
31 or detrimental to any other property in the vicinity thereof
32 or to its occupants. No rubbish or debris of any kind shall

1 Owner, shall have the right to enforce, by any proceeding at
2 law or in equity, all restrictions, conditions, covenants,
3 reservations, liens and charges now or hereafter imposed by
4 the provisions of this Declaration. Failure by the Association
5 or by any Owner to enforce any covenant or restriction herein
6 contained shall in no event be deemed a waiver of the right
7 to do so thereafter.

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

12 Section 3. AMENDMENT. The covenants and restrictions
13 of this Declaration shall run with and bind the Apartments and
14 Common Areas, for a term of Twenty (20) years from the date
15 this Declaration is recorded, after which time they shall be
16 automatically extended for a successive period of ten (10)
17 years. This Declaration may be amended during the first twenty
18 (20) year period by an instrument signed by not less than Seventy
19 percent (70%) of the Apartment Owners, and thereafter by an
20 instrument signed by not less than a majority of the Apartment
21 Owners. Any amendment must be recorded. Any such amendment
22 shall be approved by the Mohave County Board of Supervisors
23 prior to being effective.

24 Section 4. VIOLATION OF LAW. Any violation of any
25 state, municipal or local law, ordinance or regulation, pertain-
26 ing to the ownership, occupation or use of any property is here-
27 by declared to be a violation of this Declaration and subject to
28 any or all of the enforcement procedures set forth herein.

29 Section 5. INSURANCE. The Board, or its duly
30 authorized agent, shall have the authority to and shall obtain
31 insurance for all the Common Areas, except contents of individual
32 Apartments, against loss or damage by fire or other hazards in

1 an amount sufficient to cover the full replacement costs of
2 any repair or reconstruction work in the event of damage or
3 destruction from all reasonable hazards. The Board, or its
4 duly authorized agent, shall also obtain a broad form public
5 liability policy covering all Common Areas, and all damage or
6 injury caused by the negligence of the Association or any of
7 its agents. Said insurance may include coverage against
8 vandalism. All such insurance coverage obtained by the Board
9 shall be written in the name of the Association as Trustee for
10 each of the Owners. Insurance on individual Apartments will be
11 written in the name of the individual Owners as their interest
12 may appear. In addition to the aforesaid insurance required
13 to be carried by the Association, any Owner, may if he wishes,
14 at his own expense, carry any and all other insurance he deems
15 advisable. It shall be the individual responsibility of each
16 Owner at his own expense to provide, as he sees fit, personal
17 liability insurance, theft and other insurance covering personal
18 property damage and loss.

19 Section 6. ASSOCIATION RULES. By a majority vote
20 of the Board, the Association may, from time to time, and
21 subject to the provisions of this Declaration, adopt, amend and
22 repeal rules and regulations to be known as the "Association
23 Rules". The Association Rules may restrict and govern the use
24 of any area by any Owner, by the family of such Owner, or by an
25 invitee, licensee or lessee of such Owner; provided, however,
26 that the Association Rules may not discriminate among Owners and
27 shall not be inconsistent with this Declaration, the Articles
28 or Bylaws. A copy of the Association Rules as they may from
29 time to time be adopted, amended or repealed, shall be mailed
30 or otherwise delivered to each Owner and may be recorded. Upon
31 such adoption said Rules shall have the same force and effect
32 as if they were set forth in and were a part of the Declaration.

1 Section 7. AD VALOREM TAXATION. Each Apartment
2 and living unit shall be assessed separately for all taxes or
3 other charges of or imposed by the State of Arizona, political
4 sub-divisions, or other taxing or assessing authority. For
5 purposes of such assessment, the valuation of the Common Areas
6 shall be apportioned among the Owners based upon the fractional
7 interest assigned to each of them by the provisions of Article
8 II, Section 2, hereof. The Board shall furnish to the County
9 Assessor or other responsible official of any such taxing or
10 assessing authority all necessary information with respect to
11 the apportionment of such assessments, and shall request that
12 each Apartment be carried on the tax records as a separate
13 and distinct parcel of property. No forfeiture or sale of any
14 Apartment for delinquent taxes, assessments or other governmental
15 charges shall divest or in any way affect the title to any
16 other Apartment.

17 Section 8. INTERPRETATION. The provisions of this
18 Declaration shall be liberally construed to effectuate its
19 purpose of creating a uniform plan for the use of the Property
20 as a residential community and for the maintenance of the Common
21 Areas. The article and second headings have been inserted for
22 convenience only, and shall not be considered or referred to
23 in resolving questions or interpreting or in construction.

24 Section 9. EMERGENCY VEHICLES AND PERSONNEL. Emer-
25 gency vehicles and/or personnel have the right to access
26 to all Common Areas herein described when on the premises in
27 response to an emergency or in the abatement of a public nuisance.

28 Section 10. RESTRICTION ON FURTHER SUBDIVISION.
29 No Apartment within the property shall be further subdivided
30 or separated into smaller Apartments by an Owner, and no portion
31 less than all of any such Apartment nor any easement or other
32 interest therein, shall be conveyed or transferred by any Owner

1 without the prior written approval of the Board. Only the
2 entire Apartment, together with the improvements thereon, may
3 be rented, and then only to a single family and subject to pro-
4 visions of this Declaration.

5 IN WITNESS WHEREOF, the STATE TITLE COMPANY,
6 INC., as Trustee, has caused its corporate name to be
7 signed and its corporate seal to be affixed by the undersigned
8 officer thereunto duly authorized this 26th day of November
9 1980.

10 STATE TITLE COMPANY, INC.

11
12 By: Robert K. Roose
13 AS Trustee

14 [Signature]
15 Carolyn J. [Signature]
16 [Signature]
17 [Signature]
18 [Signature]
19 Virginia [Signature]

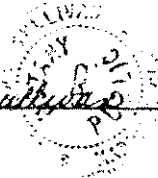
20 STATE OF ARIZONA)
21)SS.
22 COUNTY OF MOHAVE)

23 Before me, this 26th day of November, 1980,
24 personally appeared Robert K. Roose who acknowledged
25 himself to be a Trust Officer of the STATE TITLE COMPANY,
26 INC. and that he, as such officer, being author-
27 ized so to do executed the foregoing instrument for the pur-
28 poses therein contained by signing the name of the coporation
29 as Trustee, by himself as such officer.

30 NOTARY EXPIRATION DATE:

31 7/4/82

32 Sally [Signature]
NOTARY PUBLIC




HARVEY R. JACKSON
ATTORNEY AT LAW
1212 MCCOY BLVD
SUITE 4
LASA MESA CITY, AZ 85403

1 NEVADA
STATE OF ~~ARIZONA~~)
CLARK) SS.
2 COUNTY OF ~~MOHAVE~~)

3 Before me, this 25th day of November, 1980,
4 personally appeared Bill J. Joyner and Carolyn F. Joyner
5 , who acknowledged themselves to be
6 the persons whose names are subscribed to the within instrument
7 and acknowledged that they executed same for the purposes
8 therein expressed.


9 NOTARY EXPIRATION DATE:
10 October 13, 1984

 Notary Public - State of Nevada
CLARK COUNTY
Peggy Sovereign
My Appointment Expires Oct. 13, 1984
Peggy Sovereign
NOTARY PUBLIC


11 Nevada
12 STATE OF ~~ARIZONA~~)
CLARK) SS.
13 COUNTY OF ~~MOHAVE~~)

14 Before me, this 25th day of November, 1980
15 personally appeared Jay L. Fihn and Georgia Fihn
16 who acknowledged themselves to be the persons whose names are
17 subscribed to the within instrument and acknowledged that they
18 executed same for the purposes therein expressed.

19 NOTARY EXPIRATION DATE:
20 October 13, 1984

 Notary Public - State of Nevada
CLARK COUNTY
Peggy Sovereign
My Appointment Expires Oct. 13, 1984
Peggy Sovereign
NOTARY PUBLIC

21 **PROOFED**
22 **INDEXED MISCELLANEOUS**
23 **80-40669**
24 FEE # _____
25 Recorded at the Request of _____
STATE TITLE
26 on DEC 8 1980 8:10 PM
27 in Book 676 OF I. A. RECORDS,
Page(s) 988-1016
28 Recorder of the State of Arizona.
29 _____ Joan McCall
Muhave Co. _____
30 By [Signature]
31 _____
32

 Notary Public - State of Nevada
CLARK COUNTY
Peggy Sovereign
My Appointment Expires Oct. 13, 1984

15.00

HARVEY A. JACKSON
ATTORNEY AT LAW
1818 WECULOCK BLVD.
SUITE A
LAS VEGAS, NV. 89102

PROOFED INDEXED MISCELLANEOUS Ln No. 10-67197
81-17431

When recorded return to:
STATE TITLE COMPANY
2202 Stockton Hill Road
Kingman, AZ 86401

Recorded at Request of STATE TITLE
MAY 19 1981 2:55 PM
in Book 715 of Official Records, Page 479

Records of Mohave County, Arizona
By [Signature] Deputy Recorder
Joan McCall Recorder

RATIFICATION OF PLAT
AND
DECLARATION OF RESTRICTIONS



KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the beneficiary of that certain Deed of Trust dated November 20, 1980 and recorded November 21, 1980 in Book 673 of Official Records, Page 259, records of Mohave County, Arizona, which Deed of Trust encumbers the real property heretofore platted under the name Pecos Villas Havasu, according to the plat of record recorded December 9, 1980, at Fee No. 80-40669, records of Mohave County, Arizona do hereby ratify, confirm and approve the platting of the property described on the said plat, and the plat, itself, in each and every particular, together with the Declaration of Covenants, Conditions, and Restrictions for Pecos Villas Havasu, is hereby ratified, confirmed and approved by the undersigned, under that certain Deed of Trust.

DATED this 12th day of May, 1981.

IN WITNESS WHEREOF, the undersigned have executed this Ratification of Plat and Declaration of Restrictions this 12th day of May, 1981.

FAR WEST FEDERAL SAVINGS AND LOAN
ASSOCIATION, a corporation
By: [Signature]
Phyllis A. Prysock
Its vice president

STATE OF ARIZONA)
) ss.
County of Mohave)

Before me this 12th day of May, 1981, personally appeared Phyllis A. Prysock who acknowledged herself to be the vice president of FAR WEST FEDERAL SAVINGS AND LOAN, a corporation, and that as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.



[Signature]
Notary Public

My commission Expires:
My Commission Expires May 14, 1982

BOOK 715 PAGE 479

AFFIDAVIT OF CURE

WHEREAS, A Declaration of Horizontal Property Regime together with Covenants, Conditions and Restrictions was made December 8, 1980 by State Title Company, Inc., an Arizona Corporation, as Trustee and recorded December 8, 1980 in Book 676, pages 988-1016, Mohave County, Arizona Records and re-recorded February 10, 1980 in Book 690 pages 280-308, Mohave County, Arizona records on the following described real property:

PECOS VILLAS, Havasu, according to the plat of record in the office of the County Recorder of Mohave County, Arizona, recorded December 8, 1980, at Fee No. 80-40668; and

WHEREAS, State Title Company, Inc., as Trustee was not in legal title to the above described premises at the time of recordation and re-recordation; and

WHEREAS, Bill J. Joyner and Carolyn E. Joyner, his wife and Jay L. Fihn and Georgia Fihn, his wife, were the legal title owners to the above described real property at the time of making recordation and re-recordation of the Declaration.

Witnesseth, that Bill J. Joyner and Carolyn E. Joyner, his wife and Jay L. Fihn and Georgia Fihn, his wife are substituted in the Declaration as the Declarants effective on the date of making and recording of the Declaration and further hereby confirm, ratify and validate retroactively all the Conditions, terms and declarations of State Title Company, Inc., as Trustee, written therein, and wherever the name State Title Company, Inc., as Trustee appears the name of Joyner and Fihn are substituted.

In witness whereof Bill J. Joyner and Carolyn E. Joyner, his wife, and Jay L. Fihn and Georgia Fihn, his wife, dated this 30th day of April, 1981.

STATE OF ARIZONA)

Georgia Fihn *Bill Joyner*
Carol E. Joyner *Jay L. Fihn*

STATE OF ARIZONA)
) ss.
COUNTY OF MOHAVE)

Before me, this 4th day of May, 1981, personally appeared Tim L. Film and Georgia Film, who acknowledged themselves to be the persons whose names are subscribed to the within instrument and acknowledged that they executed same for the purposes therein expressed.

NOTARY EXPIRATION DATE:

1-21-83

Darwin Merrill
NOTARY PUBLIC

MICROFILMED

PROOFED

81-15714

INDEXED MISCELLANEOUS

STATE TITLE

recorded at the first of _____

MAY 6 1981 3:00 PM

in book 712 of Official Records, Pages 161-162

Records of Mohave County, Arizona

By *D. Kurchov*
Deputy Recorder



Recorder

450

CORPORATE AUTHORIZATION RESOLUTION

I, Fred Wegner, do hereby certify that I am Vice President of Pecos Villas Havasu, Inc., a corporation organized under the laws of the State of Arizona, and that the following is a true, complete and correct copy of resolutions adopted at a meeting of the Board of Directors of said Corporation duly and properly called and held on the Twenty Third day of July, 1988; that a quorum was present at said meeting; that said resolutions are setforth in the minutes of said meeting and have not been rescinded or modified.

RESOLVED, that the Covenants, Conditions and Restrictions (CC&R's) of Pecos Villas Havasu, Inc. be amended in accordance with the attached consent form (Exhibit A) which has been duly signed and notarized by the owners of the following unit numbers which represents 78 1/2% of the 28 condominiums thus satisfying the required 70% approval needed to change the CC&R's :

- 351 Lake Havasu Ave Unit A
351 Lake Havasu Ave Unit B
351 Lake Havasu Ave Unit D
353 Lake Havasu Ave Unit A
353 Lake Havasu Ave Unit B
353 Lake Havasu Ave Unit C
353 Lake Havasu Ave Unit D
355 Lake Havasu Ave Unit A
355 Lake Havasu Ave Unit B
361 Lake Havasu Ave Unit A
361 Lake Havasu Ave Unit B
361 Lake Havasu Ave Unit C
361 Lake Havasu Ave Unit D
363 Lake Havasu Ave Unit A
363 Lake Havasu Ave Unit B
363 Lake havasu Ave Unit D
371 Lake Havasu Ave Unit A
371 Lake Havasu Ave Unit C
373 Lake Havasu Ave Unit A
373 Lake Havasu Ave Unit B
373 Lake Havasu Ave Unit C
373 Lake Havasu Ave Unit D

RESOLVED FURTHER, that this resolution be presented to the Mohave County Board of Supervisors with the request that they also approve the amendment.

RESOLVED FURTHER, that this resolution shall continue in force until express written notice of its rescission or modification has been furnished to and received by the County of Mohave, State of Arizona.

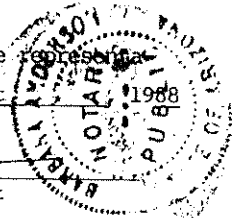
RESOLVED FURTHER, that any and all resolutions heretofore adopted by the Board of Directors of this corporation as governing the operation of the corporation be and are hereby continued in full force and effect, except as the same may be supplemented or modified by the foregoing.

I further certify that the Board of Directors of this corporation has, and at the time of adoption of said resolution had, full power and lawful authority to adopt the foregoing resolution and to confer the powers herein granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name as the representative of this corporation this 30, day of August, 1988

Fred Wegner
Vice President

Isabel Marsh
Attest By Isabel Marsh, Treasurer



NOTARY Aug. 30, 1988
Barbara Anderson
Commission Expires July 10, 1989

CONSENT TO AMENDMENT OF DECLARATION OF HORIZONTAL PROPERTY REGIME
TOGETHER WITH COVENANTS, CONDITIONS AND RESTRICTIONS
AND BY-LAWS OF PECOS VILLAS HAVASU, INC.

3
4 The undersigned, being a member of PECOS VILLAS HAVASU,
5 INC., being the owner of Apartment # _____ in the Horizontal Property
6 Regime established by the recordation of a Declaration of
7 Horizontal Property Regime together with Covenants, Conditions and
8 Restrictions recorded in the offices of the Mohave County Recorder
9 in Book 676, at Page 988 through Page 1016, (hereinafter "the
10 Declaration") which Declaration was amended by an Affidavit of
11 Correction recorded in Book 712 of the official records of the
12 Mohave County Recorder at Pages 161 and 162, by their signature
13 below, consents and agrees to the amendment of the above referenced
14 Declaration as set forth hereinafter and also consents to the
15 amendment to the By-Laws of PECOS VILLAS HAVASU, INC. as set forth
16 hereinafter.

17 Article XI, §2 (entitled "Animals") is hereby deleted in
18 its entirety and replaced with the following:

19 Section 2. ANIMALS. No member shall maintain
20 animals, birds, fowl, poultry, or livestock other
21 than a reasonable number of domestic dogs, cats,
22 fish and birds in cages in any Apartment and then
23 only if they are kept therein solely as domestic
24 pets and not for commercial purposes. No member's
25 animal or bird shall be allowed to make an
26 unreasonable amount of noise nor to become a nuisance.
No structure for the care, housing or confinement
of any animal or bird shall be maintained so as to
be visible from a neighboring Apartment or street.
Upon written request of any owner, the Board shall
conclusively determine, in its sole and absolute
discretion, whether, for the purposes of this
paragraph, a particular animal or bird is a

FEL. BIEHN & MALM
ATTORNEYS AT LAW
1000 CULLOCH BOULEVARD
WEST HAVASU CITY,
ARIZONA 86403
PHONE 855-5115

EXHIBIT A 1 of 3

1 generally recognized household pet, or a nuisance,
2 or whether the number of animals or birds maintained
3 by any member on such property is reasonable. Any
4 decision rendered by the Board with respect to the
5 member's animal shall be enforceable as other
6 restrictions contained herein. The Board shall have
7 the right to prohibit maintenance of any animal or bird
8 which constitutes, in the opinion of the Board, a
9 nuisance to any other Owner. Dogs and other animals
10 must be kept on a leash when not confined in the Owner's
11 Apartment. No Owner shall permit its dog or animal to
12 create unsanitary conditions anywhere on the common
13 properties.

14 Notwithstanding the foregoing, no tenant of any member
15 in any Apartment may maintain any animals, birds, fowl,
16 poultry or livestock whatsoever on the subject premises.
17 The Board may, but is not required to make exceptions
18 to the prohibition against tenants of members
19 maintaining pets on the premises. In order to obtain
20 the consent of the Board to allow a tenant to maintain
21 an animal on the premises, the tenant must make
22 written application for permission to do so to the
23 Board. Said consent must be accompanied by the written
24 consent to allow the animal to be maintained on the
25 premises in question by the Owner of the Apartment.
26 The Board, upon receipt of a written application for
permission of a tenant to maintain an animal in the
premises that they occupy, may, but is not required,
to consider allowing an animal to be maintained by a
tenant on the subject premises. In the case that a
written application for permission to maintain an
animal in any Apartment is not responded to by the
Board, then this shall be deemed a rejection of the
request for permission. The tenant may only maintain
an animal in any Apartment that that tenant occupies
in the case that the Board affirmatively approves their
application for permission to do so in writing. In
any case where a tenant is given permission to
maintain a pet in any Apartment, the right to continue
to do so shall be governed by the same standards set
forth above for any member maintaining an animal on
their premises.

27 Article XII, Section 3 (entitled "Amendment") is hereby
28 amended to eliminate the last sentence thereof which reads: "Any
29 such amendment shall be approved by the Mohave County Board of
30 Supervisors prior to being effective." The existing Article XII,

BIEHNS & MALM
ATTORNEYS AT LAW
1000 N. BOULEVARD
PHOENIX CITY,
ARIZONA 85003
PHONE 855-5115

1 Section 3 is readopted and confirmed in its entirety with the
2 exception of the last sentence thereof, which shall be eliminated
3 as a part of the Declaration.

4 The undersigned also hereby consents to an amendment to
5 the By-Laws of PECOS VILLAS HAVASU, INC. as follows:

6 Article VI of the By-Laws at Section Six (b) is amended
7 to remove the last sentence thereof which reads "keeping of
8 domestic animals will be in accordance with the Municipal Sanitary
9 Regulations." This sentence is eliminated and removed and replaced
10 by the following language:

11
12 Keeping of domestic animals will be in accordance
13 with the Declaration of Horizontal Property Regime
14 together with Covenants, Conditions and Restrictions,
as amended, and specifically Article XI, Section 2
thereof, and shall also be in accordance with the
appropriate Municipal Sanitary Regulations.

15 In all other respects, the Declaration and the By-Laws
16 are ratified and confirmed in their entirety.

17 DATED this _____ day of _____, 1988.

18
19 _____
20 Member

21 STATE OF _____)
22 COUNTY OF _____)SS:

23 SUBSCRIBED AND SWORN to before me this _____ day of
24 _____, 1988 by _____

25 _____
Notary Public

26 My Commission Expires: _____

VACHTEL, BIENN & MALM
ATTORNEYS AT LAW
300 MCCULLOUGH BOULEVARD
LAKE HAVASU CITY,
ARIZONA 86403
TELEPHONE 855-5115

-3-

EXHIBIT A 3 OF 3

INDEX MISCELLANEOUS

MICROFILMED

FEE # 88-40894

PROOFED

RECORDED IN OFFICIAL RECORDS
OF MOHAVE COUNTY, ARIZONA

SEP 28 '88-2 00 PM

Jean McCall, County Recorder
FEE 400 PGS 2/8/4



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Attest By Isabel Marsh, Treasurer

NOTARY HUNTER
Barbara Anderson
My Commission Expires July 10, 1990