



LARRY WALKER
Auditor/Controller - Recorder
706 First American - SR

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03-839SR

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR
TRACT NOS. 8452, 8986 and 7645
(COLORADO SHORES)**

THIS AMENDED AND RESTATED DECLARATION (hereinafter referred to as "Declaration") is made and entered into by the Owners of Lots in each Tract 8452, 8986 and 7645 as more particularly described in Exhibits "A", "B" and "C" respectively attached hereto and incorporated herein by this reference. The Owners collectively shall be referred to as Declarants.

**ARTICLE I
RECITALS**

A Declaration of Restrictions for Tract No. 8452 encumbering Lots 1 through 18, inclusive, was recorded April 20, 1973, at Book 8166, page 872, Official Records of San Bernardino County, California.

A Declaration of Restrictions for Tract No. 8986 encumbering Lots 1 through 21, inclusive, was recorded February 10, 1978, at Book 9366, page 74, Official Records of San Bernardino County, California.

A Declaration of Restrictions for Tract No. 7645 encumbering Lots 1 through 19, inclusive, was recorded February 28, 1967, at Book 6778, page 742, Official Records of San Bernardino County, California.

The Owners of Lots in all three Tracts (hereinafter referred to as "Property") are members of Colorado Shores Property Owners Association and share an interest in the Common Areas (Lagoon Area and Beach Area). The Declaration of Restrictions for each Tract varies somewhat. The Owners wish to unify the restrictions to which the Lots are subject to simplify administration of the Tracts.

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN
TITLE CO. AS AN ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO
ITS EFFECT UPON TITLE

Each Tract's Declaration of Restrictions provides that the same may be amended. The requirement to amend each Declaration as specified therein follows:

Declaration of Restriction for Tract 8452, at Article IX, provides at Article IX that the Declaration may be extended, modified or terminated upon the written consent of sixty percent (60%) of the then Owners of Lots;

Declaration of Restrictions for Tract 8986, at Article X, provides the Declaration may be extended, modified or amended upon the affirmative vote of sixty percent (60%) of the then Owners of Lots;

Declaration of Restrictions for Tract 7645, at Paragraph 18, provides the Declaration may be amended by the majority of the then recorded Owners of Lots.

IT IS THE INTENTION OF DECLARANTS that the Common Areas and such other property as the Colorado Shores Property Owners Association, a California non-profit corporation (hereinafter referred to as the "Association"), shall be held for the use and benefit of the owners of the Property and all other members of the Association. All of the real property and recreational facilities hereafter owned or operated by the Association shall hereinafter sometimes be referred to as the Association's Property. This Declaration and the By-Laws, rules and regulations of the Association shall establish and specify the respective rights and obligations of the owners of all Lots of the Property relative to the use of the Association's Property.

NOW, THEREFORE, in order to continue the general program for the improvement and development of all lots in Tracts 8452, 8956 and 7645 ("Property") and for the regulation of the use of the Association's Property by the respective owners of all Lots of the Property and all of the members of the Association, Declarants do hereby, subject the Property to the following conditions, covenants, restrictions and easements, upon which, and subject to which, all of the Property shall hereafter be held, improved and conveyed.

ARTICLE II GENERAL PROVISIONS

Declarants hereby declare that the Property is now and shall hereafter be held, transferred, sold, leased, conveyed, used and occupied subject to each and all of the

covenants, conditions and restrictions hereinafter set forth. Each and all of such covenants, conditions and restrictions are further hereby declared to be for the benefit of each and every Lot of the Property, and the same shall apply to, inure to, and bind each and every owner thereof and their respective heirs, assigns and successors in interest.

The purpose of this Declaration is to insure proper development and use of the Property and the Association's Property, to protect the owner of each Lot against such improper development or use of surrounding or adjacent property as may depreciate the value of his Lot, to prevent the construction, alteration or maintenance on the Property of structures built of improper design or materials, to encourage the construction, alteration and maintenance of attractive improvements at appropriate locations on the Property, to prevent haphazard and inharmonious improvements of the Property, to designate, maintain and enforce proper setbacks from streets and adequate free spaces between structures and other improvements now or hereafter located on the Property, and, in general, to provide adequately for a high type and quality of improvement of the Property in accordance with a general program.

The following definitions shall be used throughout this Declaration:

Lot - The word Lot as used in this Declaration shall be deemed to refer to any numbered Lot shown on a plat for Tract 8452, 8986 or 7645, provided that if more than one of any such Lots is used as a single parcel for the construction and maintenance thereon of not more than one single family residence thereon, including a garage and other authorized improvements, then all references herein to the word Lot shall be deemed to refer to the entire area of such Lots as shall constitute the entire parcel upon which each such single family residence shall be constructed.

Improvements - The word improvements as used in this Declaration shall be deemed to refer to and include buildings, outbuildings, parking areas, fences, walls, docks, wharves, slips, ramps, hedges, mass plantings, screens and any and all structures or landscaping of any type or kind now or hereafter located on any Lot of the Property.

Declarants - The word Declarants as used in this Declaration shall be deemed to refer to the Owners of Lots in each Tract No. 8452, 8986, and 7645, more particularly described on Exhibits "A", "B" and "C".

Common Areas - The words Beach area and lagoon area and such other property owned or controlled by the Association shall be deemed to refer to the Common Areas.

ARTICLE III REGULATION OF IMPROVEMENTS

No improvement shall be constructed, placed, altered or maintained on any Lot until the development plans and specifications and a plot plan showing the location of all such improvements to scale shall have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and overall height and, as to location with respect to topography, finish grade elevation and the view of adjacent and neighboring Lots.

The plans to be submitted to the Architectural Control Committee shall include, in addition to final form plans and specifications for any and all buildings, a plan for the landscaping of each Lot. Each Lot shall be landscaped concurrently with or prior to the completion of the construction of the main residential structure to be constructed on each such Lot, except that the time for the completion of such landscaping may be extended by the written authorization of the Architectural Control Committee for a period of not more than one year from the commencement of the construction of such structure at the discretion of such Committee.

All of the Lots of the Property shall be used for single family residential purposes only. No building shall be constructed, placed, altered, or permitted to remain on any of said Lots other than a single family residence not to exceed two stories in height, together with an attached or detached garage building. No portion of any such single family residence and any approved garage building appurtenant thereto shall be rented or leased to any person or persons outside said owner's family at any time when the same is being occupied or used by said family and the same shall at all times be occupied and used only by persons who are members, guests or employees of each said family, or any other person or persons properly renting or leasing the same.

All construction of buildings shall be in general conformity with the development of the surrounding area and neighborhood and as otherwise required by the Architectural Control Committee.

The requirements of the Architectural Control Committee shall include at least the following:

(a) Each residential structure, exclusive of one-story open porches and garages, shall contain an enclosed living area of not less than 1,400 square feet.

(b) No residential structure shall be constructed, placed, altered or maintained on any Lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any residential structure be constructed, placed, altered or maintained on any Lot having an aggregate surface area of less than six thousand (6,000) square feet.

(c) All portions of the living area of any residential structure shall have a minimum floor elevation of 479.2 feet – United States Bureau of Reclamation datum.

(d) No building shall be constructed, placed, altered or maintained on any Lot nearer to the front or rear property line than the main building setback lines of each such Lot shown on any recorded Tract Map referred to in this Amended and Restated Declaration. In any event no building shall be located on any Lot nearer than 25 feet to the front line or nearer than 15 feet to any side street line.

(e) No building shall be constructed, placed, altered or maintained on any Lot nearer than 5 feet to any side lot line of any such Lot except that no side yard building setback shall be required for a garage or other permitted accessory building constructed, placed or located 40 feet or more from the front building setback line of Lots 6 through 11, inclusive, of Tract 8452, Lots 17 through 20, inclusive, and the South line of Lot 16, only, Tract 8986. No dwelling shall be located on any interior Lot, (including corner Lot 19 of Tract 7645 as fronting Beach Drive) nearer than 25 feet to the rear lot line. For purposes hereof, Lots 10 and 11 of Tract 7645 are interior Lots.

(f) No building shall be constructed, placed, altered or maintained on Lots 16, 17, or 18, Tract 7645 nearer than 35 feet from the rear lot line.

(g) On Lots 1 through 10, inclusive, Tract 7645, the minimum front building setback to be 15 feet and no dwelling shall be nearer than 93 feet to the rear lot line. No fence, wall, screen or hedge shall be placed in this rear setback area without prior written approval of the Architectural Control Committee. Regarding other riverfront structures within this area, see Part 10.

(h) No dwelling shall be erected or placed on any building site having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any building site having an area of less than 6000 square feet.

(i) No building shall be constructed, placed, altered or maintained nearer than 25 feet from any rear lot line of Lots 7, 8, 9, and 10, of Tract 8452.

(j) No building shall be constructed, placed, altered or maintained nearer than 35 feet from the rear lot line of Lots 12 through 18, inclusive, of Tract 8452.

X 8452
(17)

(k) No building shall be constructed, placed, altered or maintained nearer than 45 feet from the rear lot line of Lots 3 and 4 of Tract 8452.

(l) No building shall be constructed, placed, altered or maintained nearer to any rear lot line of Lots 6 and 11, of Tract 8452 then shall be permitted by the City of Needles or any other governmental authority having jurisdiction over the construction of any such building on such Lot.

(m) On Lot 21, Tract 8986, the rear or lakeside building setback line shall run from a point on the easterly lot line which is 40 feet from the rear lot line to a point on the westerly building setback line which is 17 feet from the rear lot line, measured along an extension of said setback line.

(n) No building shall be constructed, placed, altered or maintained nearer to any rear lot line of Lots 16 through 20, of Tract 8986 then shall be permitted by the City of Needles or any other governmental authority having jurisdiction over the construction of any such building on such Lot.

For the purpose of the foregoing restrictions, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of any such building, including any fireplace chimney appurtenant thereto, to encroach upon any other Lot.

No dock, wharf, boat slip, ramp or other structure used in connection with boating or beach recreation purposes shall be constructed, placed, altered or maintained upon any Lot of the Property other than Lots 1, 2, 5 and 12 through 18, inclusive, Tract 8452.

8452
(17)

Additionally, all such structures and all other improvements located on the rear 93 feet of said Lots 1, 2, 5 and on the rear 45 feet of Lots 3 and 4 or on any portion of Lots 12 through 18, inclusive, all of Tract 8452 and Lots 1-10, inclusive, Tract 7645 shall only be constructed, placed, altered and maintained in strict accordance with all requirements of, and subject to the prior approval of the Architectural Control Committee.

In addition, the construction, placing, alteration and maintenance of any such structure or improvement shall be in strict accordance with all applicable laws, rules and regulations of any governmental authority having jurisdiction thereof. Each owner of any such Lot shall, at his sole expense, obtain any consent approval, permit or authorization required by any such governmental authority for the construction, placement, alteration or maintenance of any such structure or improvement and the same shall be secured by such owner prior to submitting plans and specifications therefor to the Architectural Control Committee for their approval.

No exterior antennas of any kind shall be constructed, placed, altered or maintained on any Lot; provided, however, that in the case of television reception antennas, if a cable television reception facility is unavailable, the same may be utilized pending availability of a cable television reception facility and, upon such availability, all exterior antennas shall be removed forthwith. No aerial lines, wires, guys or poles shall be constructed, placed, altered or maintained on any Lot without the prior approval of the Architectural Control Committee.

No structure or improvement of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be constructed, placed, altered or maintained on any Lot at any time, except as a place for the storage of materials or for temporary living quarters during the course of construction of a building or other improvement on a Lot; provided that any such use shall have first been approved by the Architectural Control Committee; and provided further, that in any such event such temporary structure shall not be used or maintained for any period in excess of one year.

ARTICLE IV REGULATION OF CONDUCT

All owners shall maintain their Lots and the improvements thereon, including landscaping, in a neat and clean condition, making appropriate repairs and replacements thereof as often as the same shall be reasonably necessary. Each Lot owner shall be

responsible for the maintenance and upkeep of the respective area located between his front lot line and the nearest edge of the public street or roadway on which any such Lot fronts or abuts. Additionally, the owners of Lots 1 through 5, inclusive, Tract 8452, shall at all times maintain in good and safe condition and repair all bulkheads, riprap, beaches and jetties now located upon any such Lots.

No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may reasonably be or become an annoyance or nuisance to any other Lot owner. In such connection, except when placed out for removal, all garbage, trash or junk shall be kept or maintained in a screened or enclosed area so as to prevent the same from being visible from the street or from any other Lot. No chickens, ducks, turkeys, geese, rabbits, goats, pigs, cattle, horses, mules or any other animal usually described as a farm animal shall be kept on any Lot. House or utility trailers, motor homes, campers, boats and other similar vehicles shall be placed or maintained on any Lot only with such screening or in such manner as to render the same inoffensive to other Lot owners. No advertising structures or signs shall be constructed, placed or maintained on any Lot, except one sign having an area of not more than 5 square feet, which shall pertain to the sale or rental of the Lot on which the same is located. No derrick, drilling rig or other similar structure or implement shall be constructed, placed, altered or maintained upon any Lot.

The conduct of all activities and the operation, use, maintenance and repair of the Association's Property shall be subject to and regulated by the Articles, By-Laws, rules and regulations of the Association and any laws, ordinances, or other governmental rules or regulations applicable thereto as the same may from time to time exist. Specifically, the construction, alteration, maintenance, repair, operation and use of the Common Areas and any other recreational area or facility hereafter owned by the Association shall be subject to all determinations, rules and regulations made or established by the Association from time to time.

ARTICLE V EASEMENTS

Declarants has granted and conveyed to the United States Bureau of Reclamation certain easements for the maintenance of river bank or revetment works and waterways. No structure, planting or other improvements of any kind or nature whatsoever shall be constructed, placed, altered or maintained on any portion of the land described within

such easements which may in any way damage or interfere with the construction, alteration, maintenance or location of such banks or revetments, or any other authorized use of such easements by such Bureau.

Easements for the construction, location, alteration and maintenance of public utilities have heretofore been granted over, across, along and upon portions of the streets and roadways within the said Tracts. No structure, planting or other improvements shall be constructed, placed, altered or maintained upon the surface area of any of these easements which may in any way damage or interfere with the construction, location, alteration or maintenance of any such utilities.

Each grantee of every Lot of the Property shall, by accepting the conveyance of such Lot, agree for himself, his heirs, assigns and successors in interest, that he will, at all times during the pendency of this Declaration, permit free access by owners of adjacent or adjoining Lots to all slopes or drainage ways located on his property which may affect said adjacent or adjoining Lots whenever such access is reasonably necessary for the maintenance, stabilization or repair of said slopes or drainage facilities, facilities, or for the reasonable protection and use of any other property other than the Lot on which any such slope or drainage way is located. Each such grantee shall further agree for himself, his heirs, assigns and successors in interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots within the Property, or that he shall make adequate provision for proper drainage of any other Lots in the event it is necessary to change, alter or modify the established drainage pattern over his Lot. For the purpose hereof, "established drainage pattern" is defined to mean the drainage pattern which existed at the time the final grading of the Property was completed by the Declarants in connection with his construction of all of the Lots which are a part of the Property.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee has been created. A majority of the Committee may designate a representative to act for it. The Board of Directors of the Association shall constitute the Architectural Control Committee and, thereafter, at all times the members of such Board of Directors shall constitute such Architectural Control Committee and the qualifications, election and terms of office of the members of such Architectural Control Committee shall be identical to those of the Board of Directors of

the Association and shall be governed by the By-Laws of the Association. In the event of the death or resignation of any member of said Committee, the remaining member or members thereof shall have full authority to designate a successor.

The Architectural Control Committee's approval, authorization or disapproval as required by any provision of this Declaration shall be in writing. In the event that the Committee or its designated representative fails to approve, authorize or disapprove any plans submitted to it for approval, or any request herein provided for, within the later of thirty (30) days after the plans and specifications, or any such request, have been submitted to it, or completion of construction if no suit to enjoin or abate the construction or other improvement has been commenced, then such written approval or authorization shall not be required and the related restrictions shall be deemed to be fully complied with upon the expiration of such period. Neither the members of such Committee, or their designated representative, shall be entitled to any compensation for any services performed pursuant to this Declaration.

ARTICLE VII ENFORCEMENT

Enforcement of the covenants, conditions and restrictions of this Declaration shall be either by disciplinary action taken by the Board of Directors of the Association as provided by the By-Laws of the Association, including but not necessarily limited to monetary penalties and/or use privilege and voting suspension of members of the Association or by abatement and suit, or both. The procedures for hearing relative to any disciplinary action against any member of the Association shall be as provided in the By-Laws of the Association. Violation or breach of any covenant, condition or restriction herein contained shall give to the Architectural Control Committee, the Board of Directors of the Association and every owner of any Lot the right to prosecute an action or proceeding at law or in equity against the person or persons who have violated, or are attempting to violate, any of such covenants, conditions or restrictions to enjoin or prevent them from doing so and to cause said violation to be removed or to recover damages for said violation. The result of every action or omission whereby any covenant, condition or restriction herein contained is violated, in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against any person or persons causing or allowing such nuisance, either public or private, shall be applicable against every such result and may be exercised by the Architectural Control

Committee, or by Board of Directors of the Association. Any owner of any Lot of the Property.

In any legal or equitable proceeding for the enforcement of, or to restrain the violation of this Declaration or any provisions hereof, the losing party or parties shall pay the court costs and attorneys' fees of the prevailing party or parties in such amount as may be fixed by the Court in such action or proceeding. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. With the exception of the time limit for action by the Architectural Control Committee contained herein, the failure of the Architectural Control Committee, the Board of Directors of the Association or any property owner to enforce any covenant, condition or restriction herein contained shall have in no event be deemed to be a waiver of the right to do so thereafter nor is the right to enforce the same.

ARTICLE VIII PROPERTY OWNERS ASSOCIATION

The Association is a California non-profit corporation organized and existing under the laws of the State of California. Its primary purpose is to promote the common interest of its members by supervising, regulating and restricting the use of all Lots, units and areas situated within Tracts Nos. 8452, 8986 and 7645 in the County of San Bernardino, California. Said Tracts are contiguous to the property.

Any person or persons now owning or hereafter becoming an owner of a Lot of the Property shall become a member of the Association. Each owner shall be entitled to one (1) vote for each Lot owned. Said membership shall entitle the owner of such Lot in common with all other members of the Association to use the Association's Property subject to the Articles, By-Laws, rules and regulations thereof as the same may from time to time exist. Upon becoming a member of the Association, the owner of each such Lot shall become liable for any assessments thereafter imposed by the Association in accordance with its Articles, By-Laws and rules and regulations as from time to time adopted. The affairs of the Association shall be governed by the Board of Directors thereof as provided in the Articles and By-Laws of the Association. Further, each of the Lots shall be subject to a lien in favor of the Association to enforce each Lot's pro rata share of all assessments levied by the Association as aforesaid.

Enforcement of payment of delinquent assessments and/or liens shall be by proper court action and shall commence within 90 days after a notice of lien has been recorded in the office of the Recorder of San Bernardino County. If any Lot subject to a monetary

lien created by this Declaration shall be subject to the lien of a first mortgage or deed of trust, the foreclosure of any lien created by any thing set forth in this Declaration shall not operate to affect or impair the lien of such mortgage or deed of trust.

The Association, by the affirmative vote of a two-thirds majority of its then-existing voting power, exclusive of the then existing voting power of Declarants, may at any time during the pendency of this Declaration, add to the land subject to this Declaration, all or any portion of land contiguous to the land hereby made subject to this Declaration, and upon the recording of a Notice of Addition to Territory containing the provisions hereinafter set forth, all of the terms and provisions of this Declaration shall apply to the added land in the same manner as if it were originally encumbered by this Declaration, and thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the owners, lessees and occupants of Lots or parcels within the added land shall be the same as in the case of the original land. Such Notice of Addition to Territory shall (1) refer to the date, book and page when and where this Declaration shall be recorded; (2) describe by appropriate legal description all of the real property being made subject to this Declaration; (3) be dated; and (4) shall be executed and acknowledged by each and every owner of any part or portion of the real property which shall be the subject of such Notice.

ARTICLE IX TERMINATION, AMENDMENT AND EFFECT

This Declaration and every term and provision hereof shall continue in full force and effect for a period terminating January 1, 2015, at which time this Declaration shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of the Lots, it is agreed to terminate, alter, amend or modify this Declaration in whole or in part. Provided, also, that as to the owner or owners of any Lot, the terms and provisions of this Declaration shall operate as covenants running with the land, and the breach of any such covenant or the continuance of any such breach may be enjoined, abated or remedied by any other such owner or by the Association. The term "owner" shall include the bona fide owner or holder of any written agreement of sale executed as to any of the Lots hereinabove mentioned. A breach of any of the foregoing covenants, conditions or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but said covenants, conditions and restrictions shall be binding upon and effective to and until the termination thereof as herein provided, and any such termination

shall not be construed to affect any rights of enforcement accruing prior to such date of termination.

The invalidation of any one of the terms, provisions or covenants contained herein by the final judgment or order of any Court of competent jurisdiction shall not otherwise affect any of the other terms, provisions or covenants which shall remain in full force and effect.

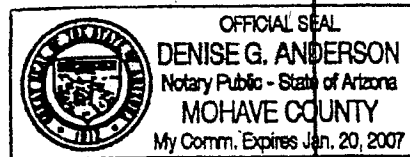
This Declaration or any covenant, condition or restriction contained herein may be terminated, extended, modified or amended as to the whole of the Property or any portion thereof with the written consent of 60% of the then owners of Lots within the Property. No such termination, extension, modification or amendment shall be effective until proper instrument in writing has been executed and acknowledged and recorded in the office of the Recorder of San Bernardino County, California.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first hereinabove set forth.

Dana Gleason
DANA GLEASON

STATE OF ARIZONA)
)
COUNTY OF MOHAVE)

ss.



On May 4, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Dana Gleason, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Denise G. Anderson
Notary Public in and for said County and State

EXHIBIT "A"

OWNERS OF LOTS IN TRACT 8452

COPIES OF THIS EXHIBIT ARE ON FILE WITH THE MANAGEMENT AGENT AND
MAY BE REQUESTED.

EXHIBIT "B"

OWNERS OF LOTS IN TRACT 8986

COPIES OF THIS EXHIBIT ARE ON FILE WITH THE MANAGEMENT AGENT AND
MAY BE REQUESTED.

EXHIBIT "C"

OWNERS OF LOTS IN TRACT 7645

COPIES OF THIS EXHIBIT ARE ON FILE WITH THE MANAGEMENT AGENT AND
MAY BE REQUESTED.