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1845 McCulloch Blvd. Ste A10  
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**FEE# 2021073638**

OFFICIAL RECORDS  
OF MOHAVE COUNTY  
KRISTI BLAIR,  
COUNTY RECORDER



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PAGE: 1 of 56

**DECLARATION OF CONDOMINIUM AND  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
BRICKYARD MOTORSPORT GARAGES CONDOMINIUMS**

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**DECLARATION OF CONDOMINIUM  
AND  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
BRICKYARD MOTORSPORT GARAGES  
CONDOMINIUMS**

This Declaration is made pursuant to and in compliance with A.R.S. §33-1201, et. seq., this 14<sup>th</sup> day of September, 2021, by KATHWAY HOLDINGS, INC., an Arizona Corporation, referred to as "Declarant".

**WITNESSETH:**

**WHEREAS**, the Declarant is the fee owner of that certain real property situated in Mohave County, Arizona, described on Exhibit "A" attached hereto.

**WHEREAS**, Declarant desires to develop the subject property, together with all buildings and improvements now or hereafter constructed on the property, and all easements and rights appurtenant thereto (hereinafter collectively referred to as "the Property") as a non-residential storage condominium, and

**WHEREAS**, Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners who hold their interest subject to this Declaration, which is

1 recorded in furtherance of establishing the general plan of  
2 condominium ownership for the Property and for establishing  
3 rules for the use, occupancy and management thereof, all for  
4 the purpose of enhancing and protecting the value, utility,  
5 desirability, and attractiveness of the Property;

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7 **ARTICLE I**  
8 **DEFINITIONS**

9 The following words when used in this Declaration or  
10 any Supplemental Declaration (unless the context shall  
11 prohibit) shall have the following meaning:

12 (a) "Act" shall mean Section 33-1201, et seq.,  
13 Arizona Revised Statutes, pertaining to Condominiums in the  
14 State of Arizona.

15 (b) "Association" shall refer to the BRICKYARD  
16 MOTORSPORT GARAGES CONDOMINIUM OWNERS ASSOCIATION, whose  
17 membership shall include each Owner of a Condominium Unit in  
18 the Property and whose function shall be to serve as the  
19 OWNERS' ASSOCIATION as defined in the Act. Declarant intends  
20 to organize the Association under the name of BRICKYARD  
21 MOTORSPORT GARAGES CONDOMINIUM OWNERS ASSOCIATION, an Arizona  
22 non-profit corporation, prior to the conveyance of a  
23 Condominium Storage Unit by Declarant, but if the name is not  
24 available, Declarant may organize the Association under such  
25 other name as Declarant deems appropriate.

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(c) "Association Rules" shall mean and refer to the  
rules and regulations adopted by the Association pursuant to

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this Declaration and in furtherance of the Bylaws and in accordance with the Act.

(d) "Assessments" shall mean the charges against Owners to defray the Common Expenses as well as miscellaneous Special Assessments, Special Assessments for capital improvements, and Special Assessments for the purpose of restoring and reconstructing the Property in the event of casualty, all as provided in this Declaration.

(e) "Board" shall mean the Board of Directors of the Association elected pursuant to the Bylaws and serving as the governing body of the Association.

(f) "Building" shall mean and refer to each of the THREE (3) principal structures containing Condominium Storage Units located on the Parcel and forming part of the Property as shown on the Plat.

(g) "Bylaws" shall mean the Bylaws adopted by the Association pursuant to the Act for the purpose of regulating the affairs of the Association, as the same may be amended from time to time.

(h) "Common Expenses" shall mean the actual and estimated costs for:

(1) maintenance, management, operation, repair and replacement of the Common Elements which are maintained by the Association;

(2) deficiencies arising by reason of unpaid Assessments;

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1 (3) management and administration of the  
2 Association, including, but not limited to, compensation paid  
3 by the Association to managers, accountants, attorneys and  
4 employees;

5 (4) utilities, including, but not necessarily  
6 limited to, trash pickup and disposal, water and/or sewer (if  
7 any), landscaping services and related services;

8 (5) insurance and bonds required by this  
9 Declaration or any additional insurance and bonds obtained by  
10 the Board in its discretion;

11 (6) the establishment of reasonable reserves  
12 as the Board shall deem appropriate in its discretion;

13 (7) other miscellaneous charges incurred by  
14 the Association or the Board pursuant to this Declaration, the  
15 Bylaws, or Association Rules in furtherance of the purposes of  
16 the Association or in discharge of the duties and powers of  
17 the Association.

18 (i) "Common Elements" or "Common Area(s)" shall  
19 mean the entire Property excluding the Condominium Units and  
20 shall include but not necessarily be limited to the area  
21 designated as such on the plat and the Bathroom Condominium  
22 Unit.

23 (j) "Condominium Storage Unit" shall mean a part of  
24 the Property, designed or intended for independent use as a  
25 storage unit, together with the pro rata fractional interest  
in the Common Elements and any exclusive and non-exclusive  
easements appurtenant thereto. Each Condominium Storage Unit

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1 shall consist of the space enclosed and bounded by the  
2 horizontal and vertical planes as shown on the Plat; provided,  
3 however, that no structural components of the Building in  
4 which each Condominium Storage Unit is located, and no pipes,  
5 wires, conduits, ducts, flues, shafts or utility, water or  
6 sewer lines (if any) situated within such Condominium Storage  
7 Unit and forming part of any system serving one or more other  
8 Condominium Storage Unit, shall be a part of the Units.

9 (k) "Declarant" shall mean KATHWAY HOLDINGS, INC.,  
10 an Arizona corporation.

11 (l) "Declaration" shall mean this entire document,  
12 as the same may from time to time be amended.

13 (m) "Lender" shall mean: (1) an institutional  
14 holder of a first mortgage or first deed of trust on a  
15 Condominium Storage Unit which is a bank, savings and loan  
16 association, insurance company, established mortgage company,  
17 or other entity chartered under state or federal law; and (2)  
18 any Person which is a holder of a first mortgage or first deed  
19 of trust on a Condominium Storage Unit.

20 (n) "Occupant" shall mean a Person or Persons,  
21 other than an owner, in possession of a Condominium Unit.

22 (o) "Bathroom Condominium Unit" shall refer to that  
23 Unit as designated on the Plat for use as a bathroom, together  
24 with that Unit's pro rata share of the Common Elements.

25 (p) "Owner" shall mean the Person or Persons who  
are vested with record title to a Condominium Storage Unit  
according to the records of the County Recorder of Mohave

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County, Arizona. However, Owner shall not include a Person who holds an interest in a Condominium Storage Unit merely as security for the performance of an obligation. Declarant shall be considered the record Owner of any Condominium Unit prior to its initial conveyance by Declarant.

(q) "Plat" means the condominium plat for BRICKYARD MOTORSPORT GARAGES Condominiums recorded at Fee #2021049098 on June 18, 2021, in the records of the County Recorder of Mohave County, Arizona and any amendments, supplements or corrections thereto.

(r) "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(s) "Property" shall mean the real property, the Buildings, improvements and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

(t) "Restrictions" shall mean the covenants, conditions, assessments, easements, liens and restrictions set forth in this Declaration.

(u) "Unoccupied" with reference to any Condominium Unit or Units shall mean any Condominium Unit that has been constructed but not yet conveyed by Developer or Declarant.

**ARTICLE II**

**DECLARATION OF CONDOMINIUM**

Section 1. PROPERTY SUBJECT TO THIS DECLARATION:

Declarant is the owner of the Real Property which is to be the

km  
Law Office of Kenneth E. Moyer, PLLC  
45 McCulloch Blvd.  
Suite A-10  
Lake Havasu City, AZ 86403  
(928)505-4906  
Fax: (928)505-0935



1 subject of this Declaration and which is to be held,  
2 transferred, sold, conveyed and/or occupied subject to this  
3 Declaration and which is more particularly described as in  
4 Exhibit "A" attached hereto and incorporated by reference  
5 herein as though fully set forth.

6 Section 2. DECLARATION. Submission. Declarant  
7 hereby submits and subjects the Property to a Condominium  
8 pursuant to the Act, and in furtherance thereof, makes and  
9 declares the Restrictions contained in this Declaration, and  
10 Declarant hereby declares and agrees that the Property and all  
11 of the Condominium Units shall be held, conveyed, transferred,  
12 sold, leased, mortgaged, encumbered, occupied, used, and  
13 improved subject to the Restrictions, which Restrictions shall  
14 constitute covenants and conditions running with the land and  
15 shall be binding upon and inure to the benefit of Declarant,  
16 the Association, and each Owner, including their respective  
17 heirs, executors, administrators, personal representatives,  
18 successors and assigns.

19 Section 3. DESCRIPTION OF PROJECT.

- 20
- 21 (a) NAME. The property shall be known as  
BRICKYARD MOTORSPORT GARAGES CONDOMINIUMS.
- 22
- 23 (b) DESCRIPTION OF THE SPACE OF THE BUILDING.  
THREE (3) multi-condominium unit buildings  
24 which are to be constructed upon the said real  
property and shall be comprised of a total of  
25 Thirty (30) Condominium Storage Units along  
with one (1) bathroom/video equipment room.
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- (c) CUBIC CONTENT SPACE OF CONDOMINIUM STORAGE  
UNITS. The cubic content space of each of the  
THIRTY (30) Condominium Units and the

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bathroom/video equipment room within the Buildings is set forth on the Plat. The horizontal boundaries of each Condominium Unit and the bathroom/video equipment room shall be the underside of the roof system and the top of the finished but undecorated floor. The vertical boundaries of each Condominium Unit and the bathroom/video equipment room shall be the interior of the finished but undecorated perimeter walls located on the perimeter lines of the respective Condominium Units as shown on the Plat.

Each Condominium Unit shall be identified numerically as shown on the recorded Plat.

(d) DESCRIPTION OF COMMON ELEMENTS. The Common Elements shall consist of the entire Property, excluding the Condominium Storage Units, but shall include the bathroom/video equipment room.

(e) FRACTIONAL INTEREST. Upon completion of the property, each Condominium Unit shall bear an undivided 1/30 fractional interest in the entire Condominium. At any stage of the development of the Property, the Common Elements shall always be considered to be owned by each Unit Owner in proportion to the number of Units existing at the time.

(f) MAINTENANCE BY OWNERS. Each Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Condominium Unit, excluding any portion of the roof system except as herein provided. Such obligation shall include, but not be limited to, the maintenance of and repair or replacement of all utility lines within a Unit including electric, sewer and water; all finish flooring and any other materials constituting the finished surface of floors, interior finished surfaces of interior walls; repair and replacement of all doors including the garage door and garage door opener; maintenance, repair and replacement of the air conditioning

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1 equipment; the maintenance of all utility  
2 lines serving in each Owner's Condominium Unit  
3 between the point at which the same enters the  
4 respective Condominium Unit and the points  
5 where the same joins the utility line serving  
6 other Condominium Units. An Owner may make  
7 non-structural alterations within his  
8 Condominium Unit, but an Owner shall not make  
9 any structural or exterior alterations of the  
10 Common Elements.

11 (g) UTILITIES. Any utilities including water and  
12 sewer service (if any), but not electric  
13 service, for individual Condominium Units will  
14 be metered to the Association with such  
15 utility charges to be the responsibility of  
16 the Association. Each Condominium Unit will  
17 have its own separate electric meter with the  
18 electric utility charge being the  
19 responsibility of the Condominium Unit Owner.  
20 The Association may, in its discretion,  
21 determine that water or sewer service will be  
22 separately metered to each individual Unit  
23 which shall then be the responsibility of the  
24 Unit Owner to pay.

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**ARTICLE III**

**OWNERS ASSOCIATION**

26 Section 1. BRICKYARD MOTORSPORTGARAGES CONDOMINIUM  
27 OWNERS ASSOCIATION, a non-profit corporation organized under  
28 and by virtue of the laws of the State of Arizona governing  
29 non-profit corporations, shall accept responsibility for and  
30 provide such necessary and appropriate action for the proper  
31 maintenance, repair, replacement, operation, management,  
32 beautification, and improvement of that certain property and  
33 improvements to be used in common by and for the benefit of  
34 the Owners of Condominium Units constructed on said  
35 properties. Pursuant to A.R.S. § 33-1243, Declarant shall

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1 have control of the Association, including but not limited to,  
2 the right to appoint and remove the members of the Board of  
3 Directors and the officers of the Association who do not have  
4 to be Owners of Condominium Units, from its incorporation  
5 until the earlier of (1) ninety (90) days from the conveyance  
6 of Seventy Five percent (75%) of the Condominium Units which  
7 may be conveyed to Owners other than Declarant, or (2) Four  
8 (4) years after Declarant ceases to offer for sale Condominium  
9 Units in the Project in the ordinary course of business. For  
10 purposes of this Section, Units in the Project shall be deemed  
11 to be THIRTY (30) total Condominium Units not including the  
12 bathroom/video equipment room, which is the maximum planned  
13 total of the project as set forth in Article XI of this  
14 Declaration.

15 Section 2. Until such time as TWENTY THREE (23)  
16 Condominium Units in the above described properties have been  
17 conveyed to the purchasers thereof, all right, discretion,  
18 power and authority herein granted to said Owners Association  
19 and said Condominium Unit Owners through said Owners  
20 Association, including the right to collect assessments  
21 (excepting reserves for replacement) shall, at the option of  
22 Declarant remain with Declarant directly or through said  
23 Owners Association. Upon the sale of not less than TWENTY  
24 THREE (23) of said Condominium Units, or unless earlier  
25 required by Declarant, all such right, discretion, power and  
km authority shall be assumed by the Condominium Unit Owners who

1 are then members of the Owners Association, through their  
2 Officers and Directors who shall be duly elected at such time.

3 Section 3. Until such time as TWENTY THREE (23) of  
4 the Condominium Units have been conveyed or transferred from  
5 Declarant to the purchasers thereof, Declarant shall be liable  
6 for any assessment referred to herein for any Unoccupied  
7 Condominium Storage Unit. In lieu of payment of such  
8 assessment, Declarant will assume responsibility for month-to-  
9 month maintenance, repair, and management of the Common  
10 Elements until these functions are assumed by the Owners. In  
11 the event Declarant shall not convey any Condominium Unit but  
12 shall utilize any Condominium Unit for rental use or any other  
13 beneficial use (except as a model), Declarant shall be liable  
14 for assessments referred to herein. For purposes of this  
15 paragraph, assumption of control of the Association is defined  
16 as having passed, conclusively, to the Owners, collectively,  
17 upon completion of the following requirements:

- 18 (a) Declarant shall notify the Owner of each  
19 Condominium Unit that the Declarant  
20 has resigned and the Owner's Association shall  
21 assume control effective Thirty (30) days  
22 after date of notice.
- 23 (b) Declarant shall deliver the Owners Association  
24 corporate minutes, records, and seal, to any  
25 one of the Owners of record receiving such  
notice, or to a committee organized by the  
Owners of record for such purpose.

25 There shall be no outstanding or accrued debts  
km against the Association at the time of assumption of control  
by the Owners beginning with the date of control of the



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Association by the Owners. Declarant or its successor shall at no time be responsible for any assessment against Condominium Units or land not available for occupancy or available for occupancy but unsold, except as in this Article III, Section 3.

Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the Condominium project, the Owners Association shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium project;
- (b) change the pro rata interest or obligations of any individual Unit for the purpose of:
  - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation award, or
  - (ii) determining the pro rata share of ownership of each Condominium Unit in the common elements;
- (c) partition or subdivide any Condominium Unit;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);
- (e) use hazard insurance proceeds for losses to any Condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such Condominium property.

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1 All taxes, assessments and charges which may become  
2 liens prior to the first mortgage under local law shall relate  
3 only to the individual Condominium Units and not the  
4 Condominium project as a whole.

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6 **ARTICLE IV**

7 **PROPERTY RIGHTS**

8 Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every  
9 Owner shall have a right and easement of enjoyment in and to  
10 the Common Areas which shall be appurtenant to and shall pass  
11 with the title to every Condominium Unit subject to the  
12 following provisions:

- 13 (a) The rights of the Association to suspend  
14 voting rights and right to use of the common  
15 elements by an Owner for any period during  
16 which any assessment against his Condominium  
17 Unit remains unpaid and for a period not to  
18 exceed Sixty (60) days, for any infraction of  
19 this Declaration.
- 20 (b) The right of the Association to dedicate or  
21 transfer all or any part of the Common Areas  
22 to any public agency, authority, or utility,  
23 for such purposes and subject to such  
24 conditions as may be agreed by TWENTY THREE  
25 (23) of the Owners agreeing to such dedication  
or transfer.
- (c) The right of Declarant (and its sales agents  
and representatives) to the non-exclusive use  
of the Common Area and the facilities thereof,  
for display and exhibit purposes in connection  
with the sale of Condominium Units which right  
Declarant hereby reserves. No such use by  
Declarant or its sales agents or  
representatives shall otherwise restrict the  
Owners in their use and enjoyment of the  
Common Areas.

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(d) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas.

(e) The right of the Association in accordance with its Articles and Bylaws to borrow money for the purpose of improving the Common area and facilities thereon.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family or his tenants.

**ARTICLE V**  
**MEMBERSHIP AND VOTING RIGHTS**

Section 1. MEMBERSHIP. Every Owner of a Condominium Storage Unit which is subject to the covenants of record and assessment shall be a member of the Association. The owner of the bathroom/video equipment room shall be the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to such Unit or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process that is now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer

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1 shall be void. Any transfer of ownership shall operate to  
2 transfer said membership to the new Owner, and a reasonable  
3 charge may be assessed by the Association as a transfer fee  
4 and/or resale disclosure fee for each such transfer.

5 Section 2. VOTING RIGHTS. All Owners shall be  
6 entitled to one vote for each Unit owned. When more than one  
7 person holds an interest, all such persons shall become  
8 Members. The vote for such Unit shall be exercised as they  
9 among themselves determine, but in no event shall more than  
10 one vote be cast with respect to any Unit and fractional votes  
11 shall not be allowed. In the event more than one vote is cast  
12 for a particular Unit, none of the votes shall be counted and  
13 said votes shall be deemed void.

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15 **ARTICLE VI**

16 **COVENANT FOR MAINTENANCE ASSESSMENTS**

17 Section 1. PERSONAL OBLIGATION FOR ASSESSMENTS.  
18 Each Owner of a Unit, except as provided by Article III,  
19 Section 3 hereof, by acceptance of a deed therefore, whether  
20 or not it shall be so expressed in such deed, is deemed to  
21 covenant and agree to pay to the Association: (1) annual  
22 assessments or charges, and (2) special assessments for  
23 capital improvements, such assessments to be established and  
24 collected as provided in the Articles and Bylaws. The annual  
25 and special assessments, late payment penalties, if any,  
km together with interest thereon, and reasonable attorney's fees  
and costs of collection thereof, shall be a continuing lien on

1 the Unit. Each such assessment, together with interest, costs,  
2 reasonable attorney's fees and costs of collection, shall also  
3 be the personal obligation of the person who was the Owner of  
4 such Unit at the time when the assessment fell due.

5 Section 2. PURPOSE OF ASSESSMENTS. The assessments  
6 levied by the Association shall be used to pay utility charges  
7 and for the improvement and maintenance of the Common Areas,  
8 and for all purposes set forth in the Articles, including but  
9 not limited to, management fees, insurance premiums unless  
10 otherwise provided for, expenses for maintenance, repairs and  
11 replacements of Common Areas, reserves for contingencies,  
12 taxes, charges for water and other utilities for the Common  
13 Areas.

14 (a) By appropriate action the Association shall  
15 establish and maintain a reserve fund for replacement by the  
16 allocation and payment monthly to such reserve fund an amount  
17 to be designated from time to time by the Board of Directors.  
18 Such fund shall be depository, and may be in the form of cash  
19 deposit or invested in obligations of, or fully guaranteed as  
20 to principal by the United States of America. The reserve  
21 fund is for the purpose of effecting replacement or repair  
22 because of damage, depreciation or obsolescence to Common Area  
23 elements. Upon the initial sale of a Condominium Unit by the  
24 Declarant to a Condominium Unit Owner, the Condominium Unit  
25 Owner shall pay a reserve contribution fee of \$1,000.00 which  
km shall be placed in the Association's reserve fund.



1                   Section 3. UNIFORM RATE OF ASSESSMENT. Both annual  
2 and special assessments must be fixed at a uniform rate for  
3 all Units and may be collected on a annual basis at the  
4 beginning of each calendar year. Persons who become Owners  
5 during a calendar year shall have their annual assessments  
6 prorated to the end of the calendar year.

7                   Section 4. DATE OF COMMENCEMENT OF ANNUAL  
8 ASSESSMENTS. The annual assessments shall commence as to any  
9 Unit upon close of escrow for sale for the conveyance to an  
10 Owner, partial months to be prorated, except as provided in  
11 Article III, Section 2. The first annual assessment shall be  
12 adjusted according to the number of months remaining in the  
13 calendar year. The Board shall fix the amount of the annual  
14 assessment against each unit at least Thirty (30) days in  
15 advance of each annual assessment period. Written notice of  
16 the annual assessments shall be sent to every Owner subject  
17 thereto. The due dates shall be established by the Board of  
18 Directors.

19                   The initial annual assessment, per Unit other than  
20 the bathroom/video equipment room, shall be \$1,000.00  
21 provided, however, that the Board of Directors or the  
22 Declarant may declare a different amount for the annual  
23 assessment at such time as they desire.

24                   Section 5. SPECIAL ASSESSMENT FOR CAPITAL  
25 IMPROVEMENTS. In addition to the annual assessments  
authorized above, the Association may levy, in any assessment  
year, a special assessment applicable to that year only for

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the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of Two Thirds (2/3) of the votes of members who are voting in person or by absentee ballot at a meeting duly called for this purpose.

Section 6. NOTICE AND QUORUM FOR ANY ACTION

AUTHORIZED UNDER SECTION 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than Thirty (30) days nor more than Sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of absentee ballots entitled to cast Fifty One Percent (51%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 7. NONPAYMENT OF ASSESSMENTS - REMEDIES OF

THE ASSOCIATION. Any assessment not paid within Thirty (30) days after the due date shall bear interest from the due date at the rate of Eighteen Percent (18)% per annum. In addition, the Board of Directors may establish a reasonable late fee to be charged to the Unit Owner and assessed against the Unit as

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Law Office of Kenneth E. Moyer, PLLC  
15 McCulloch Blvd.  
Suite A-10  
Lake Havasu City, AZ 86403  
(928)505-4906  
Fax: (928)505-0935



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part of the Association lien for each installment of an assessment that is deemed delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Unit shall not affect the assessment lien. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE VII**

**ARCHITECTURAL CONTROL**

ARCHITECTURAL APPROVAL. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association.

1 **ARTICLE VIII**

2 **COMMON WALLS**

3 The rights and duties of Owners with respect to  
4 Common Walls shall be as follows:

- 5 (a) The Owners of contiguous Units who have a  
6 Common Wall or Walls shall both equally have  
7 the right to use such wall or walls provided  
8 that such use by one Owner does not interfere  
9 with the use and enjoyment of same by the  
10 other Owner.
- 11 (b) In the event that any Common Wall or Walls are  
12 damaged or destroyed through the act of an  
13 Owner or any of his agents or tenants (whether  
14 or not such act is negligent or otherwise  
15 culpable), it shall be the obligation of such  
16 Owner to rebuild and repair the Common Wall or  
17 Walls without cost to the other adjoining  
18 Owner or Owners.
- 19 (c) In the event any such Common Wall or Walls are  
20 destroyed or damaged (including deterioration  
21 from ordinary wear and tear and lapse of  
22 time), other than by the act of an adjoining  
23 Owner, his agents, or tenants, it shall be the  
24 obligation of the Association to rebuild and  
25 repair such wall or walls.
- (d) Notwithstanding anything to the contrary  
herein contained, there shall be no impairment  
of the structural integrity of any Common Wall  
or Walls without the prior consent of the  
Board.
- (e) In the event of a dispute between Owners with  
respect to the construction, repair or  
rebuilding of a Common Wall or walls, or with  
respect to the bearing of the cost thereof,  
the Owners shall submit the dispute to the  
Board, the decision of which shall be final  
and binding on all Owners.
- (f) No owner shall affix any load bearing item to  
any wall which adds load to the wall.

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**ARTICLE IX**

**REPAIR AND MAINTENANCE**

Section 1. BY OWNER. Each Owner of a Condominium Unit shall maintain, repair, replace, and restore at his own expense all portions of the Unit, including doors and garage doors and such maintenance, repair, replacement or restoration shall be subject to control and prior written approval of the Association. No Owner shall remove, alter, injure or interfere with any shrubs, trees, or planting placed upon any Property by Declarant or the Association without first obtaining the written consent of the Association. Under no circumstances shall a Unit Owner or a Unit Owners agent, contractor, employee or other person associated with a Unit Owner be permitted to go on to the roof any Unit nor shall a Unit Owner be permitted to install or otherwise place anything on the roof of any Unit.

Section 2. BY THE ASSOCIATION. The Association shall have full power and control and it shall be its duty to maintain, repair and make necessary improvements to and pay for out of the maintenance fund to be provided, all Common Areas and the improvements thereon, and all private roadways, streets, parking area, walks and other means of ingress and egress within the project. This shall include the exterior portions of the Units, and the buildings (except for the Units and doors, including garage doors); the land upon which the buildings are located; the airspace above the buildings, all bearing walls, columns, floors, roofs, slabs, foundations,

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1 storage spaces, doors, all water pipes, ducts, conduits, wires  
2 and all other utility installation of the building, wherever  
3 located, except the outlets thereof when located within the  
4 Condominium Units. The Association shall further be empowered  
5 with the right and duty to periodically inspect all Common  
6 Areas in order that minimum standards of repair, design, color  
7 and landscaping shall be maintained for appearance, harmony  
8 and conservation within the entire project. The Board shall be  
9 the sole judge as to the appropriate maintenance of the Common  
10 Areas.

11 Section 3. GENERAL MAINTENANCE. In the event that  
12 the Association determines that an improvement of the Common  
13 Area is in need of repair, restoration or painting, or that  
14 the landscaping is in need of installation, repair, or  
15 restoration, the Association shall undertake to remedy such  
16 condition and the cost thereof shall be charged to the Owners  
17 and shall be subject to levy, enforcement and collection by  
18 the Association in accordance with the assessment lien  
19 procedure provided for in this Declaration. The Association  
20 shall have a limited right of entry in and upon all Common  
21 Areas as defined above and the exterior of all Condominium  
22 Storage Units for the purpose of taking whatever corrective  
23 action may be deemed necessary or proper by the Association.  
24 Nothing in this Article shall in any manner limit the right of  
25 the Owner to exclusive control over the interior of his Unit.  
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Provided, however, that the Owner shall grant the right of  
entry therein to the Association or any other person or other

Law Office of Kenneth E.  
Moyer, PLLC  
15 McCulloch Blvd.  
Suite A-10  
Lake Havasu City, AZ 86403  
(928)505-4906  
Fax: (928)505-0935

1 Owner or Owners, or their authorized representatives, in case  
2 of any emergency originating in or threatening his Unit  
3 whether the owner is present or not, when so required to enter  
4 his Unit for the purpose of performing installation,  
5 alterations or repair to the mechanical or electrical  
6 services, including water, and other utility services,  
7 provided that reasonable requests for entry are made  
8 and that such entry is at a time reasonably convenient to the  
9 Owner whose Unit is to be entered. In case of an emergency  
10 such right of entry shall be immediate without the necessity  
11 for a request having to be made.

12 Section 4. REPAIR NECESSITATED BY OWNER. In the  
13 event that the Association determines that the Common Areas  
14 are in need of improvement, repair, restoration or painting,  
15 or that the landscaping is in need of installation, repair, or  
16 restoration which has been caused by an Owner, or any person  
17 designated by the Owner, then the Association shall give  
18 written notice of the Owner of the conditions complained of.  
19 Unless the Board has approved in writing corrective plans  
20 proposed by the Owner to remedy the condition complained of  
21 within such reasonable period of time as may be determined by  
22 the Board after said written notice is first given, and such  
23 corrective work so approved is completed thereafter within the  
24 time allotted by the Board, the Association shall undertake to  
25 remedy such condition or violation complained of. The cost  
thereof shall be deemed to be an assessment to such Owner and  
his Unit and subject to levy, enforcement and collection

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1 provided for herein or in the Articles or Bylaws. The  
2 Association shall have the same right of entry in and upon all  
3 Common Areas and Units as defined. The Board shall have the  
4 sole right to determine whether any such costs expended by the  
5 Association were related to general maintenance or were  
6 repairs necessitated by an Owner, and the determination of  
7 same shall be binding and final as to an Owner.

8  
9 **ARTICLE X**

10 **EASEMENTS**

11 Section 1. GENERAL EASEMENTS TO COMMON ELEMENTS.

12 Subject to this Declaration and the Association Rules, non-  
13 exclusive reciprocal easements are hereby reserved and created  
14 for the purpose of support, ingress and egress, access, use  
15 and enjoyment in favor of each Owner, upon, across, over,  
16 under and through the Common Elements, including the use of  
17 all pipes, wires, ducts, cables, conduits, and public utility  
18 lines, which easements shall be appurtenant to each  
19 Condominium Unit. The Association, acting through the Board  
20 or its authorized agent, and public utility companies  
21 providing service to the Property, shall have non-exclusive  
22 easements with the right of access to each Unit to make  
23 inspections, to remove violations, to maintain, repair,  
24 replace or effectuate the restoration of the Common Elements  
25 accessible in such Unit; provided, however, such rights shall  
km be exercised in a reasonable manner and at reasonable times

1 with prior notification unless emergency situations demand  
2 immediate access.

3           Section 2. PUBLIC UTILITIES. Easements and rights  
4 over the Property for the installation and maintenance of  
5 electricity lines, telephone lines, water lines, drainage  
6 facilities, and such other public utilities needed to serve  
7 the Property are hereby reserved by Declarant, together with  
8 the right to grant and transfer the same; provided, however,  
9 such easements and rights shall not unreasonably interfere  
10 with the use of the Common Elements and the Units by the  
11 Owners or their tenants.

12           Section 3. EASEMENTS FOR ENCROACHMENTS. If any  
13 portion of the Common Elements encroaches upon any Unit, or if  
14 any Unit encroaches on the Common Elements, or if any such  
15 encroachment shall occur hereafter as a result of the manner  
16 in which the Buildings have been constructed or due to  
17 settling, shifting, alteration, replacement, repair, or  
18 restoration by Declarant or the Association, a valid easement  
19 for encroachment shall exist so long as the Buildings stand.

20           Section 4. DEVELOPMENT EASEMENTS FOR DECLARANT.  
21 Until all Units have been sold by Declarant, there are hereby  
22 reserved to Declarant, together with the right to grant and  
23 transfer the same to others, including Declarant's sales  
24 agents, representatives and assigns, easements and rights  
25 upon, across, over, under and through the Property for  
km construction, display (including the use of the Condominium  
Storage Units as models), maintenance, sales and exhibit

1 purposes (including the use of signs and other advertising  
2 devices) in connection with the erection and sale or lease of  
3 Condominium Units within the Property; provided, however, that  
4 no such use by Declarant or its agents shall otherwise  
5 restrict Owners in the reasonable use of their Units.  
6

7 **ARTICLE XI**

8 **DECLARANT'S RIGHTS AND RESERVATIONS**

9 Section 1. Authority to Construct and Sell Units.

10 Declarant shall have the right to construct, repair, remodel,  
11 redecorate, re-construct and sell Units for which provision  
12 has been made in this Declaration or any amendment hereto.

13 Section 2. Right to Assign. The rights of

14 Declarant hereunder and elsewhere in this Declaration may be  
15 assigned by Declarant to any successor in interest to any  
16 portion of Declarant's interest in any portion of the Property  
17 by a recorded written assignment.

18 Section 3. Irrevocable Power of Attorney. Each

19 Owner hereby grants, upon acceptance of his deed to his  
20 Condominium Unit, an irrevocable, special power of attorney to  
21 Declarant to execute and record all documents and maps  
22 necessary to allow Declarant to exercise its rights under this  
23 article.

24 Section 4. Nonexclusive Use of Common Elements and

25 Private Drives and Walkways. Declarant shall be entitled to  
the nonexclusive use of the Common Elements and any facilities  
thereon, without further cost for access, ingress, egress, use

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or enjoyment, in order to show the Property to its prospective purchasers and dispose of the Project as provided herein. Declarant, its successors and tenants, shall also be entitled to the nonexclusive use of any portions of the Project which comprise drives and walkways for the purpose of ingress, egress and accommodating vehicular and pedestrian traffic to and from the Property.

Section 5. Additional Declarant Rights and Reservations. In addition to the rights set forth in Sections 1 through 4 of this Article, Declarant has other and additional rights and reservations set forth in various other Sections of this Declaration.

Section 6. Development Rights of Declarant. While Declarant owns any Condominium Units or Property, Declarant hereby reserves and grants to itself, its successors and assigns the following development rights (which may be exercised without the consent of any other Owner or any Mortgagee but otherwise subject to the requirements of this Declaration);

(a) Add real estate to this Project, as provided in Section 8 of this Article.

(b) Create easements, Units, Common Elements or Limited Common Elements within the Project in conjunction with Declarant's exercise of rights under Section 8 of this Article.

(c) Subdivide Units, convert Units into Common Elements or convert Common Elements into Units within

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1 the Project in conjunction with Declarant's exercise of rights  
2 under Section 8 of this Article.

3 (d) Withdraw an individual Phase(s) described  
4 in Section 8 of this Article (as the same may be changed  
5 pursuant thereto) from the Project at any time before any  
6 Units in any such Phase to be withdrawn have been conveyed to  
7 Owners other than Declarant.

8 (e) Amend the Declaration during any period  
9 of Declarant control, pursuant to A.R.S. §33-1243D and Article  
10 III above, to comply with applicable law or to correct any  
11 error or inconsistency in the Declaration, if the amendment  
12 does not adversely affect the rights of any Owner.

13 (f) Amend the Declaration during any period  
14 of Declarant control pursuant to A.R.S. § 33-1243D to comply  
15 with the rules or guidelines, in effect from time to time, of  
16 any governmental or quasi governmental entity or federal  
17 corporation guaranteeing or insuring Mortgage loans or  
18 governing transactions involving Mortgage instruments.

19 Section 7. Legal Description of Real Property  
20 Subject to Declarant's Development Rights. The legal  
21 description of the Property to which these development rights  
22 apply is set forth in Exhibit "A" attached hereto and  
23 incorporated herein by reference. The maximum number of Units  
24 which may be constructed is Thirty (30) plus a bathrooms/video  
25 equipment room.

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Section 8. Exercise of Declarant's Development  
Rights. Prior to exercising any development right, the

1 Declarant shall prepare, execute and record an amendment to  
2 the Declaration referencing such right together with a new  
3 Condominium Plat showing the boundaries of the portion of the  
4 Property as to which the development right is exercised if the  
5 previously recorded Condominium Plat of the Project does not  
6 show the same. The amendment to the Declaration shall assign  
7 an identifying number to each new Unit created, if not show on  
8 the previous Condominium Plat and shall reallocate the  
9 interests of all Units in the Common Elements giving each Unit  
10 an equal interest therein. The amendment shall describe any  
11 Common Elements and any Limited Common Elements created and,  
12 in the case of the Limited Common Elements, designate the Unit  
13 or Units to which each is allocated, unless set forth on the  
14 prior Condominium Plat.

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16 **ARTICLE XII**

17 **USE RESTRICTIONS**

18 Section 1. STORAGE USE. A Condominium Storage Unit  
19 shall be used, improved, and devoted exclusively to storage  
20 uses and/or private workshops. No activity, except passive  
21 storage and a private work shop shall be allowed. No  
22 Condominium Storage Unit shall be used for purposes of  
23 manufacture, fabrication, sales (whether at wholesale or  
24 resale) or any other form of business, industrial or  
25 construction use. No Unit shall be allowed to be used, at  
km anytime, for living quarters or any residential use.

Notwithstanding the foregoing, however, the **bathroom** equipment

1 room /video may be used for any ordinary use, whether or not  
2 that use is related to the project, provided any such use  
3 shall not interfere with the free use of the Storage Units.

4 Section 2. ANIMALS. No animals, whether fowl,  
5 poultry, livestock or domestic animals shall be allowed to  
6 reside or be maintained in any Unit except that Unit Owners  
7 and guests may have a dog or other common household pet with  
8 them while at their Unit.

9 Section 3. EXTERNAL FIXTURES. No external items  
10 such as, but not limited to, television and radio antenna,  
11 clotheslines, wiring, insulation, air conditioning equipment,  
12 water softening equipment, fences, awnings, ornamental  
13 screens, sunshades, shall be constructed, erected or  
14 maintained on the Property, including any Buildings thereof  
15 unless approval is obtained in writing from the Board of the  
16 Association. No swamp coolers shall be permitted to be  
17 installed on the roof of a Unit. The foregoing  
18 notwithstanding, nothing herein shall be construed as  
19 preventing Declarant and its agents and assigns from engaging  
20 in all forms of construction and sales activities within the  
21 Property.

22 Section 4. UTILITY SERVICE. No lines, wire, or  
23 other devices for the communication or transmission of  
24 electric current or power, including telephone, television,  
25 and radio signals, shall be erected, placed or maintained  
anywhere in or upon any property unless the same shall be  
contained in conduits or cables installed and maintained

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1 underground or concealed in, under or on buildings or other  
2 structures approved by the Board. No provision hereof shall be  
3 deemed to forbid the erection of temporary power or telephone  
4 structures incident to the construction of buildings or  
5 structures approved by the Board.

6 Section 5. TEMPORARY STRUCTURES. No temporary  
7 buildings or structure of any kind shall be used at any time  
8 for a residence on the property.

9 Section 6. PARKING. Unless otherwise permitted by  
10 the Board, no motor vehicle (including a motorcycle), trailer,  
11 camper, boat, or similar item, and no bicycle, shall be  
12 permitted to remain placed upon the Property unless parked or  
13 placed within the Unit; provided, however, temporary parking  
14 of motor vehicles may be permitted. For purposes hereof,  
15 "temporary parking" shall mean parking of vehicles belonging  
16 to Owners or agents parking of delivery trucks, service  
17 vehicles and other commercial vehicles being used in the  
18 furnishing of goods and services to the Association or to the  
19 Owners and Occupants as well as parking of vehicles belonging  
20 to and being used by Owners, agents or Occupants for loading  
21 and unloading purposes. The Board may adopt Association Rules  
22 relating to the admission and temporary parking of vehicles  
23 within the Property, including the assessment of charges to  
24 Owners and Occupants who violate, or whose invitees, violate,  
25 such rules. Any charges to be assessed shall be special  
km Assessments. Nothing herein shall be construed as preventing  
Declarant from using temporary structures or trailers for

1 construction and/or sales purposes or engaging in all forms of  
2 construction and sales activities within the Property.

3 Section 7. OUTSIDE SPEAKERS AND AMPLIFIERS. No  
4 radio, stereo, broadcast or loudspeaker units and no  
5 amplifiers of any kind shall be placed upon or outside, or be  
6 directed to the outside of any Building without the prior  
7 written approval of the Board.

8 Section 8. REPAIRS. No repairs of any detached  
9 machinery, equipment or fixtures, including without limitation  
10 motor vehicles, shall be made upon the Property other than  
11 repairs to the Unit Owner's own personal property.

12 Section 9. UNSIGHTLY ITEMS. All rubbish, debris or  
13 unsightly materials or objects of any kind shall be regularly  
14 removed from Condominium Units and shall not be allowed to  
15 accumulate therein or thereon. Refuse containers and machinery  
16 and equipment not a part of Units, shall be prohibited upon  
17 any Condominium Unit unless obscured from view of adjoining  
18 Condominium Units and Common Elements. Trash and garbage shall  
19 be placed in containers by Owners and Occupants for removal  
20 from the Property in accordance with Association Rules  
21 applicable thereto adopted by the Board. The Board may adopt  
22 rules applicable to the provisions of this Section and their  
23 enforcement, including the assessment of charges to Owners and  
24 Occupants who violate, or whose invitees violate, such rules.  
25 Any charges so assessed shall be special Assessments. The  
foregoing notwithstanding, nothing herein shall be construed  
as preventing Declarant and its agents and assigns from

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engaging in all forms of construction and sales activities within the Property.

Section 10. OIL AND MINERAL ACTIVITY. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be installed upon the surface of the Property or below the surface of the Property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Property.

Section 11. DECLARANT'S EXEMPTION. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents, of structures, improvements or signs necessary or convenient to Developer, for sale, operation or other disposition of Property.

Section 12. NUISANCES. No nuisance shall be permitted to exist to operate upon any property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. No rubbish, debris, material, or containers of any kind shall be placed or permitted to accumulate upon or adjacent to property and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No exterior speakers, horns,

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1 whistles, bells or other sound devices, except security  
2 devices used exclusively for security purposes, shall be  
3 located, used or placed on any such property. The Board in  
4 its sole discretion shall have the right to determine the  
5 existence of any nuisance.

6 Section 13. RENTING. Subject to the foregoing  
7 obligations, the Owners of the Units shall have the right to  
8 lease same provided that said lease is made subject to the  
9 covenants and restrictions contained in this Declaration and  
10 further subject to the Bylaws and Association rules. Each  
11 Owner shall be responsible for compliance by said Owner's  
12 agent, tenant, guest, invitee, lessee, licensee, their  
13 respective servants and employees with the provisions of said  
14 Declaration, Bylaws and Association rules. The Owner's  
15 failure to so ensure compliance by such persons shall be  
16 grounds for the same action available to the Board by reason  
17 of said Owner's own non-compliance.

18 Section 14. NOISE. No Owner, his agents, tenants,  
19 employees or visitors shall be allowed to make or cause  
20 improper noises in the building or common areas, nor in anyway  
21 interfere with the use and enjoyment of other Units by other  
22 Owners.

23 Section 15. EXPLOSIVES AND FLAMMABLE ITEMS. No  
24 Condominium Storage Unit shall be allowed to be used for  
25 storage of any explosive or flammable substances, except as to  
petroleum products (gasoline or diesel) which might be located  
in fuel tanks of motor vehicles or boats incidental to their

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1 use. No other petroleum products shall be allowed to be  
2 stored on the premises except as contained in legally  
3 authorized and approved containers not to exceed 50 gallons  
4 per Unit. No explosive devices of any nature whatsoever may  
5 be stored within any Unit.

6 Section 16. ODORS. No Owner shall permit any Unit  
7 to be used for or to contain any substance which shall emit  
8 noxious and/or offensive odors, whether toxic or otherwise,  
9 which may or do permeate to and/or affect the use and  
10 enjoyment of any other Unit.

11 Section 17. FIRE HAZARDS. No Owner shall occupy,  
12 use or store any materials in any Unit, nor permit any Unit to  
13 be occupied or used for any purpose which would increase the  
14 premium for fire insurance on the common areas over the normal  
15 rates applicable to mini storage facilities. Upon notice that  
16 any such activity is or has been taking place, or that any  
17 such materials have been, are or will be stored upon said  
18 premises, the Owner of the respective Unit(s) shall  
19 immediately cause same to be removed.

20 Section 18. COMPLIANCE WITH LAW. Except for the  
21 bathroom/video equipment room, each Unit shall be used and  
22 occupied solely for storage purposes. No Unit shall be used  
23 for any purpose in violation of any state, federal or local  
24 statute or ordinance or of any regulation, order, or directive  
25 of a governmental agent as such statutes, ordinances,  
regulations, orders or directives now exist or may hereafter  
provide concerning the use and safety of the Unit and common

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1 areas. On the breach of any provision hereof by any Owner,  
2 the Association may, at its option, order such use to  
3 terminate, and that failing, enter upon the premises of the  
4 Unit and terminate such use.

5 Section 19. SIGNS. No sign whatsoever (including  
6 but not limited to, commercial, political and similar signs)  
7 which are visible from neighboring property shall be erected  
8 or maintained on any Property except:

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

11 (b) Such signs the nature, number and location of  
12 which have been approved by the Board in  
advance.

13 Section 20. RULES AND REGULATIONS. The Association  
14 shall have the power to make and adopt reasonable Association  
15 rules with respect to activities which may be conducted on any  
16 part of the Property. The Board's determination as to whether  
17 a particular activity being conducted or to be conducted  
18 violates or will violate such Association rules shall be  
19 conclusive unless, at a regular or special meeting of the  
20 Association, Owners representing a majority or the voting  
21 power of the Association vote to the contrary.

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23 **ARTICLE XIII**

24 **INSURANCE**

25 Section 1. AUTHORITY TO PURCHASE. Commencing not  
later than the date a Unit is conveyed to a Person other than

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1 Declarant, the Board shall have the authority to and shall  
2 obtain the insurance provided for in this Article.

3           Section 2. HAZARD INSURANCE. The Board shall  
4 obtain a master or blanket policy of property insurance on the  
5 entire Property including the Units and the Common elements  
6 insuring the Property against loss or damage by fire and other  
7 hazards covered by the standard extended coverage endorsement,  
8 and against loss or damage by sprinkler leakage, debris  
9 removal, cost of demolition, vandalism, malicious mischief,  
10 windstorm, and water damage. Such master policy of property  
11 insurance shall be in a total amount of insurance equal to  
12 100% of the current replacement cost, exclusive of land,  
13 excavations, foundations and other items normally excluded  
14 from such property policies.

15           Section 3. COMPREHENSIVE PUBLIC LIABILITY  
16 INSURANCE. The Board shall obtain comprehensive general  
17 liability insurance insuring the Association, the Declarant,  
18 the agents and employees of the Association and the Declarant,  
19 the Owners and Occupants and the respective family members,  
20 guests and invitees of the Owners and Occupants, against  
21 liability incident to the ownership or use of the Common  
22 Elements. The limits of such insurance shall not be less than  
23 \$1,000,000.00 covering all claims for death of or injury to  
24 any one person and/or property damage in any single  
25 occurrence. Such insurance shall also include protection  
km against water damage liability, liability for non-owned and  
hired automobiles, and liability for the property of others.

1 Such insurance must provide that, despite any provisions  
2 giving the carrier the right to elect to restore damage in  
3 lieu of a cash settlement, such option shall not be  
4 exercisable without the approval of the Association. The  
5 Board shall adjust the amount of the insurance carried under  
6 this Section from time to time.

7 Section 4. WORKMEN'S COMPENSATION INSURANCE. In  
8 the event the Association has employees, the Board shall  
9 purchase and maintain in effect Workmen's Compensation  
10 Insurance for all employees of the Association to the extent  
11 that such insurance is required by law.

12 Section 5. PREMIUMS. Premiums upon insurance  
13 policies purchased by the Board on behalf of the Association  
14 shall be paid by the Association as part of the Common  
15 Expenses.

16 Section 6. POLICY PROVISIONS.

17 (a) Any insurer that has issued an insurance  
18 policy to the Association under this Article shall also issue  
19 a certificate or memoranda of insurance to the Association  
20 and, upon request, to any Owner or Lender.

21 (b) The named insured under any policy of  
22 insurance shall be the Association, as trustee for the Owners,  
23 or its authorized representative, including any trustee with  
24 which the Association may enter into any Insurance Trust  
25 Agreement, or any successor trustee, each of which shall be  
referred to as the "Insurance Trustee" who shall have  
exclusive authority to negotiate losses under the policies.

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1 (c) Insurance coverage may not be brought into  
2 contribution with insurance purchased by the Owners.

3 (d) Coverage must not be limited by (i) any act or  
4 neglect by Owners or Occupants which is not within control of  
5 the Association; or (ii) any failure of the Association to  
6 comply with any warranty or condition regarding any portion of  
7 the Property over which the Association has no control.

8 (e) Coverage may not be cancelled or substantially  
9 modified (including cancellation for nonpayment of premiums)  
10 without at least thirty (30) days prior written notice to the  
11 Association and all Lenders, and to any Owner to whom a  
12 certificate has been issued.

13 (f) All policies must contain a waiver of  
14 subrogation by the insurer as to any and all claims against  
15 the Association, Owners, Occupants and their respective agents  
16 and employees, and any defenses based on co-insurance or on  
17 invalidity arising from acts of the insured.

18 Section 7. SUPPLEMENTAL INSURANCE. The Board may  
19 obtain such other policies of insurance in the name of the  
20 Association as the Board deems appropriate to protect the  
21 Association and Owners, including, without limitation, errors  
22 and omissions insurance for officers and directors of the  
23 Association. Notwithstanding any other provision herein, the  
24 Association shall continuously maintain in effect such  
25 casualty, flood and liability insurance.

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Section 8. INSURANCE OBTAINED BY OWNERS/NON-  
LIABILITY OF ASSOCIATION. An Owner or Occupant shall be



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permitted to insure his personal property against loss by fire or other casualty and may carry public liability insurance covering his individual liability for damage to persons or property occurring inside his Unit. An Owner may carry additional hazard insurance covering his Unit and improvements as well as additional liability insurance covering exposure from the ownership or use of the Common Elements. Notwithstanding the obligation of the Association to obtain insurance coverage as stated in this Declaration, neither the Declarant nor the Association, or their respective officers, directors, employees and against, shall be liable to any Unit Owner or any other party if any risks or hazards are not covered by the insurance to be maintained by the Association or the amount of the insurance is not adequate, and it shall be the responsibility of each Unit Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for any additional insurance coverage and protection that the Unit Owner may desire. Unless otherwise changed by a vote of the Unit Owners, the Association's insurance shall not insure any contents within a Unit.

**ARTICLE XIV**

**DESTRUCTION OF IMPROVEMENTS**

Section 1. AUTOMATIC RECONSTRUCTION. In the event

of partial or total destruction of a Building or Buildings or

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1 any portion of the Common Elements within the Property, the  
2 Board shall promptly take the following action:

3 (a) The Board shall ascertain the cost of  
4 reconstruction by obtaining fixed price bids from at least two  
5 (2) reputable contractors, including the obligation to obtain  
6 performance and lien payment bonds.

7 (b) The Board shall determine the amount of  
8 insurance proceeds, if any, payable by contacting the  
9 appropriate representative of the insurer of said Building.

10 (c) If the Board determines: (i) that insurance  
11 proceeds will cover eighty-five percent (85%) or more of the  
12 estimated cost of reconstruction, or (ii) that available  
13 insurance proceeds together with available reserves and/or a  
14 special Assessment equal to Twenty-five (25%) or less of the  
15 then aggregate annual regular Assessments for all Condominium  
16 Storage Units will completely cover the estimated cost of  
17 reconstruction, then the Board shall cause notice to be sent  
18 to all Owners setting forth such findings and informing said  
19 Owners and Lenders that the Board intends to commence  
20 reconstruction pursuant to this Declaration. In the event that  
21 at least twenty-five percent (25%) of the Owners based on one  
22 (1) vote for each Unit, object in writing to such  
23 reconstruction as indicated in such notice, the Board shall  
24 call a special meeting of the Owners pursuant to Section 2.  
25 In the event that the foregoing requirements are satisfied and  
the satisfied and requisite numbers of Owners do not object in  
writing to such reconstruction, the Board shall cause

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1 reconstruction to take place as promptly as practicable  
2 thereafter. In connection with such reconstruction, the Board  
3 shall levy a uniform special Assessment against each Owner at  
4 such time and in such amount as the Board shall determine is  
5 necessary to cover the costs of reconstruction in excess of  
6 insurance proceeds and available reserves.

7 (d) If the Board in good faith determines that none  
8 of the bids submitted under this Section reasonably reflects  
9 the anticipated reconstruction costs, the Board shall continue  
10 to attempt to obtain an additional bid which it determines  
11 reasonably reflects such costs. Such determination shall be  
12 made by the Board as soon as possible. However, if such  
13 determination cannot be made within Ninety (90) days after the  
14 date of such destruction because of the unavailability or  
15 unacceptability of an insurance estimates or reconstruction  
16 bid, or otherwise, the Board shall immediately call a meeting  
17 of the affected Owners pursuant to Section 2.

18 (e) If the Board determines that any Unit has  
19 become unusable by reason of its total or partial destruction,  
20 Assessments may abate against the Owner thereof until the  
21 Board determines that usability has been restored. However,  
22 if the Board determines that such abatement would adversely  
23 and substantially affect the management, maintenance and  
24 operation of the Property, it may elect to disallow such  
25 abatement.

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Section 2. RECONSTRUCTION BY VOTE. If

reconstruction is not to take place pursuant to Section 1, as



1 soon as practicable after the same has been determined, the  
2 Board shall call a special meeting of the Owners by mailing a  
3 notice of such meeting to each such Owner. Such meeting shall  
4 be held not less than Fourteen (14) days and not more than  
5 Twenty-one (21) days after the date of such notice. Unless the  
6 Owners, by a vote at such meeting or by the written consent of  
7 not less than Seventy-five percent (75%) of the Owners based  
8 on One (1) vote for each Unit, determine not to proceed with  
9 such reconstruction, reconstruction must take place and the  
10 Board shall levy a uniform special Assessment against each  
11 Owner at such time and in such amount as the Board shall  
12 determine is necessary to cover the costs of reconstruction in  
13 excess of insurance proceeds and available reserves.

14 Section 3. PROCEDURE FOR MINOR RECONSTRUCTION. If  
15 the cost of reconstruction is equal to or less than Ten  
16 percent (10%) of the face amount of insurance then carried  
17 under the Association's hazard insurance policy, then the  
18 Board shall contract with a licensed contractor or  
19 contractors to rebuild or repair such damaged or destroyed  
20 portions of the Property in conformance with the original  
21 plans and specifications, or if the Board determines that  
22 adherence to such original plans and specifications is  
23 impracticable or is not in conformance with applicable laws,  
24 ordinances, building codes, or other governmental rules or  
25 regulations then in effect, then such repairs or rebuilding  
km shall be of a kind and quality substantially equivalent to the  
original construction of such improvements.

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Section 4. PROCEDURE FOR MAJOR RECONSTRUCTION. If

the cost of reconstruction is greater than Ten percent (10%) of the face amount of insurance then carried under the Association's hazard insurance policy, all insurance proceeds, together with such amounts from available reserves or special Assessments as are needed to complete the cost of reconstruction, shall be paid directly to a bank or savings and loan association located in Mohave County, Arizona, whose accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or the successor to either agency, as designated by the Board, as trustee (hereinafter called the "Insurance Trustee") for all Owners and Lenders. Such proceeds shall be received, held and administered consistent with the provisions of this Declaration. Disbursement of such funds shall be made only upon the signatures of two members of the Board. As soon as practicable after notification of the receipt of insurance proceeds, the Board shall enter into a contract with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed Units and Common Elements according to the original plans and specifications of said improvements or, if the Board determines that adherence to such original plans and specifications is impracticable or not in conformity with applicable statutes, ordinances, building codes, or other governmental rules and regulations then in effect, then of a quality and kind substantially equivalent to the original, construction of such improvements.

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Law Office of Kenneth E. Moyer, PLLC  
1845 McCulloch Blvd.  
Suite A-10  
Lake Havasu City, AZ 86403  
(928)505-4906  
Fax: (928)505-0935

1 The contract with such licensed contractor or contractors  
2 shall provide for payment to the contractor or contractors of  
3 a specified sum for performance and execution of the work  
4 therein described, and shall have provisions for periodic  
5 disbursement of funds, which shall be consistent with  
6 procedures then followed by prudent lending institutions doing  
7 business in Mohave County, Arizona. The Board may employ a  
8 licensed architect to supervise the repair and rebuilding to  
9 ensure that all work, services and supplies are in conformity  
10 with the requirements of the construction contract.

11 Section 5. TERMINATION. If Seventy-five percent  
12 (75%) or more of the Owners elect not to proceed with the  
13 reconstruction at the special meeting held pursuant to Section  
14 2, the Board shall divide the insurance proceeds and then  
15 available reserves into as many shares as there are then  
16 Units, said shares to be in the same proportion as the Owner's  
17 respective percentage interest in the Common Elements. If  
18 there are mortgages, deeds of trust, or other encumbrances  
19 remaining against any of the Condominium Units after  
20 disbursement by the Board of the proportionate share of  
21 insurance proceeds and available reserves, and such  
22 deficiencies are not paid by the respective Owner or Owners,  
23 the holders of any such mortgage, deed of trust, or other  
24 encumbrance must also execute and acknowledge such declaration  
25 in order to lawfully withdraw the Property from the  
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Condominium pursuant to the Act.



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Section 6. NEGOTIATIONS WITH INSURER. The Board shall have full authority to negotiate in good faith with representatives of the insurer of a totally or partially destroyed Building or any other portion of the Common Elements, and to make settlements with the insurer for less than full insurance coverage on the damage to such Building or any other portion of the Common Elements. Any settlement made by the Board in good faith shall be binding upon all Owners.

Section 7. REPAIR OF CONDOMINIUM UNITS. Installation or improvements to, and repair of any damage to, the interior of a Condominium Unit shall be made by and at the individual expense of the Owner of that Unit and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.

Section 8. PRIORITY. Nothing contained in this Article shall entitle an Owner to priority over any Lender under a lien encumbering his Unit as to any portion of insurance proceeds allocated to such Condominium Unit.

**ARTICLE XV**

**GENERAL PROVISIONS**

Section 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the

1 Association or by any Owner to enforce any covenant or  
2 restriction herein contained shall in no event be deemed a  
3 waiver of the right to do so thereafter.

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

8 Section 3. COVENANTS TO RUN WITH THE LAND; TERM;  
9 AMENDMENT. The covenants and restrictions of this Declaration  
10 shall run with and bind the Condominium Units and Common  
11 Areas, for the term of Twenty (20) years from the date this  
12 Declaration is recorded, after which time they shall be  
13 automatically extended for successive periods of Ten (10)  
14 years. Except in cases of amendments that may be executed by  
15 the Declarant in the exercise of its Development Rights under  
16 this Declaration or under §33-1220 of the Condominium Act, by  
17 the Association under §§ 33-1206 or 33-1216(D) of the  
18 Condominium Act, or by certain Unit Owners under §§ 33-  
19 1218(B), 33-1222, 33-1223 or 33-1228(B) of the Condominium  
20 Act, and except to the extent permitted or required by other  
21 provisions of the Condominium Act, the Declaration, including  
22 the Plat, may be amended by vote of the Unit Owners to which  
23 at least sixty-seven percent (67%) of the votes in the  
24 Association are allocated, at any time during the initial term  
25 hereof or any renewal term and without regard to whether such  
amendment has uniform application to the Units or the  
Condominium as a whole.

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1 Any amendment adopted by the Unit Owners as provided  
2 herein shall be signed by the President or Vice-President of  
3 the Association and shall be recorded in the Official Records  
4 of the Mohave County, Arizona Recorder. Any such amendment  
5 shall certify that the amendment has been approved as required  
6 by this section. Any amendment made by the Declarant pursuant  
7 to this Declaration of the Condominium Act shall be executed  
8 by the Declarant and shall be recorded in the Official Records  
9 of the Mohave County, Arizona Recorder.

10 Section 4. VIOLATION OF LAW. Any violation of any  
11 state, municipal or local law, ordinance or regulation,  
12 pertaining to the ownership, occupation or use of any property  
13 is hereby declared to be a violation of this Declaration and  
14 subject to any and all of the enforcement procedures set forth  
15 herein.

16 Section 5. CONSTRUCTION. The provisions of this  
17 Declaration shall be liberally construed to effectuate its  
18 purpose of creating a plan for the development of a  
19 Condominium storage facility and for the maintenance of the  
20 Property. The Article and Section headings have been inserted  
21 for convenience only, and shall not be considered or referred  
22 to in resolving questions of interpretation or construction.

23 Section 6. GENDER AND NUMBER. Whenever the context  
24 of this Declaration requires, the singular shall include the  
25 plural, and vice versa, and the masculine shall include the  
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feminine and the neuter, and vice versa.



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Section 7. NUISANCE. The result of every act or omission whereby any provision or Restriction contained in this Declaration or any provision contained in the Bylaws or Association Rules is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity against a nuisance, either public or private, shall be applicable with respect to the abatement thereof and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative to all other remedies set forth in this Declaration and shall not be deemed exclusive.

Section 8. ATTORNEY'S FEES. In the event any action is instituted to enforce any of the provisions contained in this Declaration, the Bylaws, or Association Rules, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorney's fees and costs of suit.

Section 9. NOTICES. Any notice to be given to an Owner or the Association under the provisions of this Declaration, shall be in writing.

Section 10. EFFECT OF DECLARATION. This Declaration is made for the purpose set forth in the recitals in this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provision with public laws, ordinances, regulations and the like applicable thereto.

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Declarant shall have no liability whatsoever if any of the provisions of this Declaration, the Bylaws or Association Rules are determined to be unenforceable in whole or in part or under certain circumstances.

Section 11. PERSONAL COVENANT. To the extent the acceptance of a conveyance of a Unit creates a personal covenant between the Owner of such Unit and Declarant, other Owners, or the Association, such personal covenant shall terminate and be of no further force or effect from and after the date when a Person ceases to be an Owner except to the extent this Declaration provides for personal liability with respect to the Assessments incurred during the period a Person is an Owner.

Section 12. NONLIABILITY OF OFFICIALS. To the fullest extent permitted by law, neither the Board nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission error, or negligence if such Board member or officer acted in good faith within the scope of his or their duties.

Section 13. UNSEGREGATED REAL PROPERTY TAXES.  
Until such time as real property taxes have been segregated by the County Assessor of Mohave County for the Condominium Units, the taxes shall be paid by the Association on behalf of the Owners. In connection with such payment, the proportionate share of such tax or installment thereof for a

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Law Office of Kenneth E. Moyer, PLLC  
1845 McCulloch Blvd.  
Suite A-10  
Lake Havasu City, AZ 86403  
(928)505-4906  
Fax: (928)505-0935

1 particular Condominium Unit shall be determined by multiplying  
2 the tax or installment in question by the respective  
3 percentage interest of such Condominium Unit in the Common  
4 Elements. The Association may levy a special Assessment  
5 against any Owner who fails to pay his share of any real  
6 property taxes pursuant to this Section. In the event such  
7 special Assessment is not paid within Thirty (30) days of its  
8 due date, the Board may resort to all remedies of the  
9 Association for the collection thereof.

10 Section 14. USE OF FUNDS COLLECTED BY THE  
11 ASSOCIATION. All funds collected by the Association,  
12 including Assessments and contributions to the Association  
13 paid by Owners, if any, shall be held by the Association in a  
14 fiduciary capacity to be expended in their entirety for non-  
15 profit purposes of the Association in managing, maintaining,  
16 caring for, and preserving the Common Elements and for other  
17 permitted purposes as set forth in this Declaration. No part  
18 of said funds shall inure to the benefit of any Owner (other  
19 than as a result of the Association managing, maintaining,  
20 caring for, and preserving the Common Elements and other than  
21 as a result of expenditures made for other permitted purposes  
22 as set forth in this Declaration).

23 Section 15. NOTIFICATION OF SALE AND TRANSFER FEE.  
24 Concurrently with the consummation of the sale or other  
25 transfer of any Condominium Unit, or within Fourteen (14) days  
after the date of such transfer, any transferee shall notify  
the Association in writing of such transfer and shall

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Law Office of Kenneth E.  
Moyer, PLLC  
1845 McCulloch Blvd.  
Suite A-10  
Lake Havasu City, AZ 86403  
(928)505-4906  
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1 accompany such written notice with a non-refundable transfer  
2 fee to cover Association documentation and processing. The  
3 transfer fee shall be equal to twice the then current regular  
4 monthly Assessment. The written notice shall set forth the  
5 name of the transferee and his transferor, the unit number of  
6 the Condominium Unit purchased or acquired by the transferee,  
7 the transferee's mailing address, the date of the sale or  
8 transfer, and the name and address of the transferee's Lender,  
9 if any. Prior to the receipt of such written-notice, all  
10 notices required or permitted to be given by the Association  
11 to the Owner shall be deemed to be duly made or given to the  
12 transferee if duly and timely made and given to the  
13 transferee's predecessor in interest. The transfer fee shall  
14 be the personal obligation of the new Owner and shall be  
15 secured by the lien. Notwithstanding the other provisions  
16 hereof, this Section shall not apply to a Lender who becomes  
17 an Owner by a foreclosure proceeding or any deed of assignment  
18 in lieu of foreclosure.

19 Section 16. EMERGENCY VEHICLES AND PERSONNEL.

20 Emergency vehicles and/or personnel shall have the right to  
21 access to all Common Areas herein described when on the  
22 premises in response to any emergency or in the abatement of a  
23 public nuisance.

24 IN WITNESS WHEREOF the undersigned has signed this  
25 document the date and year above written.

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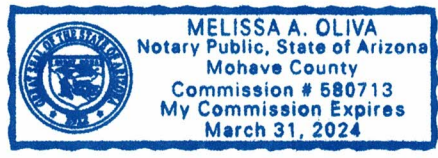
KATHWAY HOLDINGS, Inc.  
an Arizona Corporation

By Wayne Lambert  
WAYNE LAMBERT, President

STATE OF Arizona )  
COUNTY OF MoHAVE ) SS:

Before me this 14th day of September, 2021,  
personally appeared WAYNE LAMBERT who acknowledged himself to  
be the President of KATHWAY HOLDINGS, INC., that he as such  
President, being authorized to do so, executed the foregoing  
instrument for the purposes therein contained by signing the  
name of the Corporation as Declarant, by himself as such  
President.

Melissa Oliva  
Notary Public



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Moyer, PLLC  
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**EXHIBIT "A"**

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Exhibit "A"

THAT PORTION of the Southwest quarter of the Southwest quarter of Section 21, Township 14 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, described as follows:

BEGINNING at the intersection of the Easterly right of way London Bridge Road (formerly State Highway 95) per the document recorded in Book 143 of Dockets, page 225 and the Southerly right of way of Lake Drive, as shown on the recorded plat of Tract Number 1068;

Thence Southeasterly along said Southerly right of way of Lake Drive South 78 degrees 16 minutes 25 seconds East 110.26 feet to the beginning of non-tangent curve concave Northerly, having a radius of 530.00 feet; a radial line to said beginning bears South 11 degrees 42 minutes 59 seconds West;

Thence Easterly along said last mentioned curve through a central angle of 01 degrees 22 minutes 42 seconds an arc distance of 12.75 feet;

Thence South 00 degrees 03 minutes 01 seconds West 107.23 feet;

Thence South 89 degrees 07 minutes 06 seconds East 100.00 feet to a point in the Westerly boundary of said Tract 1068;

Thence Southerly along said Westerly boundary, South 00 degrees 03 minutes 25 seconds West 168.00 feet to a point designated "Point A" being the TRUE POINT OF BEGINNING;

Thence Southerly along said Westerly boundary of said Tract 1068, South 00 degrees 03 minutes 25 seconds West 242.00 feet;

Thence North 89 degrees 56 minutes 03 seconds West 332.73 feet to a point in the Easterly right of way of said London Bridge Road;

Thence Northeasterly along said last mentioned right of way North 11 degrees 43 minutes 35 seconds East 247.10 feet;

Thence South 89 degrees 56 minutes 03 seconds East 282.75 feet to said "Point A" and the POINT OF BEGINNING.