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Escrow No. 11633-5781007 (jrb)

CAPTION HEADING: **DECLARATION OF CONDOMINIUM AND COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WINNERS CIRCLE MOTORSPORTS GARAGES CONDOMINIUMS**

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**DECLARATION OF CONDOMINIUM  
AND  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WINNERS CIRCLE MOTORSPORTS GARAGES  
CONDOMINIUMS**

This Declaration is made pursuant to and in compliance with A.R.S. §33-1201, et. seq., this 17<sup>th</sup> day of August, 2016, by WKL MANAGEMENT, L.L.C., an Arizona Limited Liability Company, 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

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

**ARTICLE I**  
**DEFINITIONS**

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

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

(b) "Association" shall refer to the WINNERS CIRCLE MOTORSPORTS GARAGES CONDOMINIUM OWNERS ASSOCIATION, whose membership shall include each Owner of a Condominium Unit in the Property and whose function shall be to serve as the OWNERS' ASSOCIATION as defined in the Act. Declarant intends to organize the Association under the name of WINNERS CIRCLE MOTORSPORTS GARAGES CONDOMINIUM OWNERS ASSOCIATION, an Arizona non-profit corporation, prior to the conveyance of a Condominium Storage Unit by Declarant, but if the name is not available, Declarant may organize the Association under such other name as Declarant deems appropriate.

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

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

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

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

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

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

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

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

25 (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 electricity, trash pickup and disposal, water (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

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 WKL MANAGEMENT, L.L.C.,  
 10 an Arizona Limited Liability Company.

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

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

6 (q) "Plat" means the condominium plat for WINNERS  
 7 CIRCLE MOTORSPORTS GARAGES Condominiums recorded at Fee #  
 8 2016037139 on August 17, 2016, in the records of the County  
 9 Recorder of Mohave County, Arizona and any amendments,  
 10 supplements or corrections thereto.

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

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

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

20 (u) "Unoccupied" with reference to any Condominium  
 21 Unit or Units shall mean any Condominium Unit that has been  
 22 constructed but not yet conveyed by Developer or Declarant.  
 23

## 24 ARTICLE II

### 25 DECLARATION OF CONDOMINIUM

#### Section 1. PROPERTY SUBJECT TO THIS DECLARATION:

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

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 WINNERS  
22 CIRCLE MOTORSPORTS GARAGES CONDOMINIUMS.  
23 (b) DESCRIPTION OF THE SPACE OF THE BUILDING.  
24 THREE (3) multi-condominium unit buildings  
25 which are to be constructed upon the said real  
property and shall be comprised of a total of  
Thirty One (31) 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

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THIRTY ONE (31) Condominium Units and the 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 1/31 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 the maintenance 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 equipment; the maintenance of all utility lines serving in each Owner's

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Condominium Unit between the point at which the same enters the respective Condominium Unit and the points where the same joins the utility line serving other Condominium Units. An Owner may make non-structural alterations within his Condominium Unit, but an Owner shall not make any structural or exterior alterations of the Common Elements.

(g) UTILITIES. Any utilities including water, electric and sewer service (if any), for individual Condominium Units will be metered to the Association with such utility charges to be the responsibility of the Association. The Association may, in its discretion, determine that electric, water or sewer service will be separately metered to each individual Unit which shall then be the responsibility of the Unit Owner to pay.

**ARTICLE III**

**OWNERS ASSOCIATION**

Section 1. WINNERS CIRCLE MOTORSPORTS GARAGES

CONDOMINIUM OWNERS ASSOCIATION, a non-profit corporation organized under and by virtue of the laws of the State of Arizona governing non-profit corporations, shall accept responsibility for and provide such necessary and appropriate action for the proper maintenance, repair, replacement, operation, management, beautification, and improvement of that certain property and improvements to be used in common by and for the benefit of the Owners of Condominium Units constructed on said properties. Pursuant to A.R.S. § 33-1243, Declarant shall have control of the Association from its incorporation until the earlier of (1) ninety (90) days from the conveyance of Seventy Five percent (75%) of the Condominium Units which may be conveyed to Owners other than Declarant, or (2) Five

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1 (5) years after Declarant conveys the first Condominium Unit  
 2 in the Project to an Owner other than Declarant. For purposes  
 3 of this Section, Units in the Project shall be deemed to be  
 4 THIRTY ONE (31) total Condominium Units including the  
 5 bathroom/video equipment room, which is the maximum planned  
 6 total of the project as set forth in Article XI of this  
 7 Declaration.

8 Section 2. Until such time as TWENTY FOUR (24)  
 9 Condominium Units in the above described properties have been  
 10 conveyed to the purchasers thereof, all right, discretion,  
 11 power and authority herein granted to said Owners Association  
 12 and said Condominium Unit Owners through said Owners  
 13 Association, including the right to collect assessments  
 14 (excepting reserves for replacement) shall, at the option of  
 15 Declarant remain with Declarant directly or through said  
 16 Owners Association. Upon the sale of not less than TWENTY  
 17 FOUR (24) of said Condominium Units, or unless earlier  
 18 required by Declarant, all such right, discretion, power and  
 19 authority shall be assumed by the Condominium Unit Owners who  
 20 are then members of the Owners Association, through their  
 21 Officers and Directors who shall be duly elected at such time.

22 Section 3. Until such time as TWENTY FOUR (24) of  
 23 the Condominium Units have been conveyed or transferred from  
 24 Declarant to the purchasers thereof, Declarant shall be liable  
 25 for any assessment referred to herein for any Unoccupied  
 km Condominium Storage Unit. In lieu of payment of such  
 assessment, Declarant will assume responsibility for month-to-

1 month maintenance, repair, and management of the Common  
 2 Elements until these functions are assumed by the Owners. In  
 3 the event Declarant shall not convey any Condominium Unit but  
 4 shall utilize any Condominium Unit for rental use or any other  
 5 beneficial use (except as a model), Declarant shall be liable  
 6 for assessments referred to herein. For purposes of this  
 7 paragraph, assumption of control of the Association is defined  
 8 as having passed, conclusively, to the Owners, collectively,  
 9 upon completion of the following requirements:

- 10 (a) Declarant shall notify the Owner of each  
 11 Condominium Unit that the Declarant  
 12 has resigned and the Owner's Association shall  
 13 assume control effective Thirty (30) days  
 14 after date of notice.
- 15 (b) Declarant shall deliver the Owners Association  
 16 corporate minutes, records, and seal, to any  
 17 one of the Owners of record receiving such  
 18 notice, or to a committee organized by the  
 19 Owners of record for such purpose.

20 There shall be no outstanding or accrued debts  
 21 against the Association at the time of assumption of control  
 22 by the Owners beginning with the date of control of the  
 23 Association by the Owners. Declarant or its successor shall  
 24 at no time be responsible for any assessment against  
 25 Condominium Units or land not available for occupancy or  
 available for occupancy but unsold, except as in this Article  
 III, Section 3.

km 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:

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- (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.

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

**ARTICLE IV**

**PROPERTY RIGHTS**

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every

Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass

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1 with the title to every Condominium Unit subject to the  
2 following provisions:

3 (a) The rights of the Association to suspend  
4 voting rights and right to use of the common  
5 elements by an Owner for any period during  
6 which any assessment against his Condominium  
7 Unit remains unpaid and for a period not to  
8 exceed Sixty (60) days, for any infraction of  
9 this Declaration.

10 (b) The right of the Association to dedicate or  
11 transfer all or any part of the Common Areas  
12 to any public agency, authority, or utility,  
13 for such purposes and subject to such  
14 conditions as may be agreed by TWENTY FOUR  
15 (24) of the Owners agreeing to such dedication  
16 or transfer.

17 (c) The right of Declarant (and its sales agents  
18 and representatives) to the non-exclusive use  
19 of the Common Area and the facilities thereof,  
20 for display and exhibit purposes in connection  
21 with the sale of Condominium Units which right  
22 Declarant hereby reserves. No such use by  
23 Declarant or its sales agents or  
24 representatives shall otherwise restrict the  
25 Owners in their use and enjoyment of the  
26 Common Areas.

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

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

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

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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 shall be void. Any transfer of ownership shall operate to transfer said membership to the new Owner, and a reasonable charge may be assessed by the Association for each such transfer.

Section 2. VOTING RIGHTS. All Owners shall be entitled to one vote for each Unit owned. When more than one person holds an interest, all such persons shall become Members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit and fractional votes shall not be allowed. In the event more than one vote is cast

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1 for a particular Unit, none of the votes shall be counted and  
 2 said votes shall be deemed void.  
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4 **ARTICLE VI**

5 **COVENANT FOR MAINTENANCE ASSESSMENTS**

6 Section 1. PERSONAL OBLIGATION FOR ASSESSMENTS.

7 Each Owner of a Unit, except as provided by Article III,  
 8 Section 3 hereof, by acceptance of a deed therefore, whether  
 9 or not it shall be so expressed in such deed, is deemed to  
 10 covenant and agree to pay to the Association: (1) annual  
 11 assessments or charges, and (2) special assessments for  
 12 capital improvements, such assessments to be established and  
 13 collected as provided in the Articles and Bylaws. The annual  
 14 and special assessments, late payment penalties, if any,  
 15 together with interest thereon, and reasonable attorney's fees  
 16 and costs of collection thereof, shall be a continuing lien on  
 17 the Unit. Each such assessment, together with interest, costs,  
 18 reasonable attorney's fees and costs of collection, shall also  
 19 be the personal obligation of the person who was the Owner of  
 20 such Unit at the time when the assessment fell due.

21 Section 2. PURPOSE OF ASSESSMENTS. The assessments  
 22 levied by the Association shall be used to pay utility charges  
 23 and for the improvement and maintenance of the Common Areas,  
 24 and for all purposes set forth in the Articles, including but  
 25 not limited to, management fees, insurance premiums unless  
 km otherwise provided for, expenses for maintenance, repairs and  
 replacements of Common Areas, reserves for contingencies,



1 taxes, charges for water and other utilities for the Common  
2 Areas.

3 (a) By appropriate action the Association may  
4 establish and maintain a reserve fund for replacement by the  
5 allocation and payment monthly to such reserve fund an amount  
6 to be designated from time to time by the Board of Directors.  
7 Such fund shall be depository, and may be in the form of cash  
8 deposit or invested in obligations of, or fully guaranteed as  
9 to principal by the United States of America. The reserve  
10 fund is for the purpose of effecting replacement or repair  
11 because of damage, depreciation or obsolescence to Common Area  
12 elements.

13 Section 3. UNIFORM RATE OF ASSESSMENT. Both annual  
14 and special assessments must be fixed at a uniform rate for  
15 all Units and may be collected on a annual basis at the  
16 beginning of each calendar year. Persons who become Owners  
17 during a calendar year shall have their annual assessments  
18 prorated to the end of the calendar year.

19 Section 4. DATE OF COMMENCEMENT OF ANNUAL  
20 ASSESSMENTS. The annual assessments shall commence as to any  
21 Unit upon close of escrow for sale for the conveyance to an  
22 Owner, partial months to be prorated, except as provided in  
23 Article III, Section 2. The first annual assessment shall be  
24 adjusted according to the number of months remaining in the  
25 calendar year. The Board shall fix the amount of the annual  
km assessment against each unit at least Thirty (30) days in  
advance of each annual assessment period. Written notice of

1 the annual assessments shall be sent to every Owner subject  
 2 thereto. The due dates shall be established by the Board of  
 3 Directors.

4 The initial annual assessment, per Unit other than  
 5 the bathroom/video equipment room, shall be \$500.00 provided,  
 6 however, that the Board of Directors or the Declarant may  
 7 declare a different amount for the annual assessment at such  
 8 time as they desire.

9 Section 5. SPECIAL ASSESSMENT FOR CAPITAL  
 10 IMPROVEMENTS. In addition to the annual assessments  
 11 authorized above, the Association may levy, in any assessment  
 12 year, a special assessment applicable to that year only for  
 13 the purpose of defraying, in whole or in part, the cost of any  
 14 construction, reconstruction, repair or replacement of a  
 15 capital improvement upon the Common Area, including fixtures  
 16 and personal property related thereto, provided that any such  
 17 assessment shall have the assent of Two Thirds (2/3) of the  
 18 votes of members who are voting in person or by absentee  
 19 ballot at a meeting duly called for this purpose.

20 Section 6. NOTICE AND QUORUM FOR ANY ACTION  
 21 AUTHORIZED UNDER SECTION 5. Written notice of any meeting  
 22 called for the purpose of taking any action authorized under  
 23 Section 5 shall be sent to all members not less than Thirty  
 24 (30) days nor more than Sixty (60) days in advance of the  
 25 meeting. At the first such meeting called, the presence of  
 km members or of absentee ballots entitled to cast Fifty Percent  
 (50%) of all votes of the membership shall constitute a

1 quorum. If the required quorum is not present, another meeting  
 2 may be called subject to the same notice requirement, and the  
 3 required quorum at the subsequent meeting shall be one-half  
 4 (1/2) of the required quorum at the preceding meeting. No  
 5 such subsequent meeting shall be held more than Sixty (60)  
 6 days following the preceding meeting.

7 Section 7. NONPAYMENT OF ASSESSMENTS - REMEDIES OF  
 8 THE ASSOCIATION. Any assessment not paid within Thirty (30)  
 9 days after the due date shall bear interest from the due date  
 10 at the rate of Eighteen Percent (18)% per annum. In addition,  
 11 the Board of Directors may establish a reasonable late fee to  
 12 be charged to the Unit Owner and assessed against the Unit as  
 13 part of the Association lien for each installment of an  
 14 assessment that is deemed delinquent. The Association may  
 15 bring an action at law against the Owner personally obligated  
 16 to pay the same, or foreclose the lien against the Unit. No  
 17 Owner may waive or otherwise escape liability for the  
 18 assessments provided for herein by non-use of the Common Area  
 19 or abandonment of his Unit.

20 Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES.  
 21 The lien of the assessments provided for herein shall be  
 22 subordinate to the lien of any first mortgage or deed of  
 23 trust. Sale or transfer of any Unit shall not affect the  
 24 assessment lien. No sale or transfer shall relieve such Unit  
 25 from liability for any assessments thereafter becoming due or  
 km from the lien thereof.

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**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.

**ARTICLE VIII**

**COMMON WALLS**

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

- (a) The Owners of contiguous Units who have a Common Wall or Walls shall both equally have the right to use such wall or walls provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.
- (b) In the event that any Common Wall or Walls are damaged or destroyed through the act of an Owner or any of his agents or tenants (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the Common Wall or Walls without cost to the other adjoining Owner or Owners.
- (c) In the event any such Common Wall or Walls are destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining

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Owner, his agents, or tenants, it shall be the obligation of the Association to rebuild and 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.

**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

1 be permitted to install or otherwise place anything on the  
2 roof of any Unit.

3           Section 2. BY THE ASSOCIATION. The Association  
4 shall have full power and control and it shall be its duty to  
5 maintain, repair and make necessary improvements to and pay  
6 for out of the maintenance fund to be provided, all Common  
7 Areas and the improvements thereon, and all private roadways,  
8 streets, parking area, walks and other means of ingress and  
9 egress within the project. This shall include the exterior  
10 portions of the Units, and the buildings (except for the Units  
11 and doors, including garage doors); the land upon which the  
12 buildings are located; the airspace above the buildings, all  
13 bearing walls, columns, floors, roofs, slabs, foundations,  
14 storage spaces, doors, all water pipes, ducts, conduits, wires  
15 and all other utility installation of the building, wherever  
16 located, except the outlets thereof when located within the  
17 Condominium Units. The Association shall further be empowered  
18 with the right and duty to periodically inspect all Common  
19 Areas in order that minimum standards of repair, design, color  
20 and landscaping shall be maintained for appearance, harmony  
21 and conservation within the entire project. The Board shall be  
22 the sole judge as to the appropriate maintenance of the Common  
23 Areas.

24           Section 3. GENERAL MAINTENANCE. In the event that  
25 the Association determines that an improvement of the Common  
km Area is in need of repair, restoration or painting, or that  
the landscaping is in need of installation, repair, or

1 restoration, the Association shall undertake to remedy such  
2 condition and the cost thereof shall be charged to the Owners  
3 and shall be subject to levy, enforcement and collection by  
4 the Association in accordance with the assessment lien  
5 procedure provided for in this Declaration. The Association  
6 shall have a limited right of entry in and upon all Common  
7 Areas as defined above and the exterior of all Condominium  
8 Storage Units for the purpose of taking whatever corrective  
9 action may be deemed necessary or proper by the Association.  
10 Nothing in this Article shall in any manner limit the right of  
11 the Owner to exclusive control over the interior of his Unit.  
12 Provided, however, that the Owner shall grant the right of  
13 entry therein to the Association or any other person or other  
14 Owner or Owners, or their authorized representatives, in case  
15 of any emergency originating in or threatening his Unit  
16 whether the owner is present or not, when so required to enter  
17 his Unit for the purpose of performing installation,  
18 alterations or repair to the mechanical or electrical  
19 services, including water, and other utility services,  
20 provided that reasonable requests for entry are made  
21 and that such entry is at a time reasonably convenient to the  
22 Owner whose Unit is to be entered. In case of an emergency  
23 such right of entry shall be immediate without the necessity  
24 for a request having to be made.

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Section 4. REPAIR NECESSITATED BY OWNER. In the  
event that the Association determines that the Common Areas  
are in need of improvement, repair, restoration or painting,

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or that the landscaping is in need of installation, repair, or restoration which has been caused by an Owner, or any person designated by the Owner, then the Association shall give written notice of the Owner of the conditions complained of. Unless the Board has approved in writing corrective plans proposed by the Owner to remedy the condition complained of within such reasonable period of time as may be determined by the Board after said written notice is first given, and such corrective work so approved is completed thereafter within the time allotted by the Board, the Association shall undertake to 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 provided for herein or in the Articles or Bylaws. The Association shall have the same right of entry in and upon all Common Areas and Units as defined. The Board shall have the sole right to determine whether any such costs expended by the Association were related to general maintenance or were repairs necessitated by an Owner, and the determination of same shall be binding and final as to an Owner.

**ARTICLE X**

**EASEMENTS**

Section 1. GENERAL EASEMENTS TO COMMON ELEMENTS.

Subject to this Declaration and the Association Rules, non-exclusive reciprocal easements are hereby reserved and created for the purpose of support, ingress and egress, access, use

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1 and enjoyment in favor of each Owner, upon, across, over,  
 2 under and through the Common Elements, including the use of  
 3 all pipes, wires, ducts, cables, conduits, and public utility  
 4 lines, which easements shall be appurtenant to each  
 5 Condominium Unit. The Association, acting through the Board  
 6 or its authorized agent, and public utility companies  
 7 providing service to the Property, shall have non-exclusive  
 8 easements with the right of access to each Unit to make  
 9 inspections, to remove violations, to maintain, repair,  
 10 replace or effectuate the restoration of the Common Elements  
 11 accessible in such Unit; provided, however, such rights shall  
 12 be exercised in a reasonable manner and at reasonable times  
 13 with prior notification unless emergency situations demand  
 14 immediate access.

15 Section 2. PUBLIC UTILITIES. Easements and rights  
 16 over the Property for the installation and maintenance of  
 17 electricity lines, telephone lines, water lines, drainage  
 18 facilities, and such other public utilities needed to serve  
 19 the Property are hereby reserved by Declarant, together with  
 20 the right to grant and transfer the same; provided, however,  
 21 such easements and rights shall not unreasonably interfere  
 22 with the use of the Common Elements and the Units by the  
 23 Owners or their tenants.

24 Section 3. EASEMENTS FOR ENCROACHMENTS. If any  
 25 portion of the Common Elements encroaches upon any Unit, or if  
 any Unit encroaches on the Common Elements, or if any such  
 encroachment shall occur hereafter as a result of the manner

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in which the Buildings have been constructed or due to settling, shifting, alteration, replacement, repair, or restoration by Declarant or the Association, a valid easement for encroachment shall exist so long as the Buildings stand.

Section 4. DEVELOPMENT EASEMENTS FOR DECLARANT.

Until all Units have been sold by Declarant, there are hereby reserved to Declarant, together with the right to grant and transfer the same to others, including Declarant's sales agents, representatives and assigns, easements and rights upon, across, over, under and through the Property for construction, display (including the use of the Condominium Storage Units as models), maintenance, sales and exhibit purposes (including the use of signs and other advertising devices) in connection with the erection and sale or lease of Condominium Units within the Property; provided, however, that no such use by Declarant or its agents shall otherwise restrict Owners in the reasonable use of their Units.

**ARTICLE XI**

**DECLARANT'S RIGHTS AND RESERVATIONS**

Section 1. Authority to Construct and Sell Units.

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

Section 2. Right to Assign. The rights of

Declarant hereunder and elsewhere in this Declaration may be assigned by Declarant to any successor in interest to any

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1 portion of Declarant's interest in any portion of the Property  
2 by a recorded written assignment.

3 Section 3. Irrevocable Power of Attorney. Each  
4 Owner hereby grants, upon acceptance of his deed to his  
5 Condominium Unit, an irrevocable, special power of attorney to  
6 Declarant to execute and record all documents and maps  
7 necessary to allow Declarant to exercise its rights under this  
8 article.

9 Section 4. Nonexclusive Use of Common Elements and  
10 Private Drives and Walkways. Declarant shall be entitled to  
11 the nonexclusive use of the Common Elements and any facilities  
12 thereon, without further cost for access, ingress, egress, use  
13 or enjoyment, in order to show the Property to its prospective  
14 purchasers and dispose of the Project as provided herein.  
15 Declarant, its successors and tenants, shall also be entitled  
16 to the nonexclusive use of any portions of the Project which  
17 comprise drives and walkways for the purpose of ingress,  
18 egress and accommodating vehicular and pedestrian traffic to  
19 and from the Property.

20 Section 5. Additional Declarant Rights and  
21 Reservations. In addition to the rights set forth in Sections  
22 1 through 4 of this Article, Declarant has other and  
23 additional rights and reservations set forth in various other  
24 Sections of this Declaration.

25 Section 6. Development Rights of Declarant. While  
km Declarant owns any Condominium Units or Property, Declarant  
hereby reserves and grants to itself, its successors and

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1 assigns the following development rights (which may be  
2 exercised without the consent of any other Owner or any  
3 Mortgagee but otherwise subject to the requirements of this  
4 Declaration);

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

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

11 (c) Subdivide Units, convert Units into  
12 Common Elements or convert Common Elements into Units within  
13 the Project in conjunction with Declarant's exercise of rights  
14 under Section 8 of this Article.

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

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

25 (f) Amend the Declaration during any period  
of Declarant control pursuant to A.R.S. § 33-1243D to comply  
with the rules or guidelines, in effect from time to time, of

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1 any governmental or quasi governmental entity or federal  
 2 corporation guaranteeing or insuring Mortgage loans or  
 3 governing transactions involving Mortgage instruments.

4 Section 7. Legal Description of Real Property

5 Subject to Declarant's Development Rights. The legal  
 6 description of the Property to which these development rights  
 7 apply is set forth in Exhibit "A" attached hereto and  
 8 incorporated herein by reference. The maximum number of Units  
 9 which may be constructed is Thirty One (31) plus a  
 10 bathrooms/video equipment room.

11 Section 8. Exercise of Declarant's Development

12 Rights. Prior to exercising any development right, the  
 13 Declarant shall prepare, execute and record an amendment to  
 14 the Declaration referencing such right together with a new  
 15 Condominium Plat showing the boundaries of the portion of the  
 16 Property as to which the development right is exercised if the  
 17 previously recorded Condominium Plat of the Project does not  
 18 show the same. The amendment to the Declaration shall assign  
 19 an identifying number to each new Unit created, if not show on  
 20 the previous Condominium Plat and shall reallocate the  
 21 interests of all Units in the Common Elements giving each Unit  
 22 an equal interest therein. The amendment shall describe any  
 23 Common Elements and any Limited Common Elements created and,  
 24 in the case of the Limited Common Elements, designate the Unit  
 25 or Units to which each is allocated, unless set forth on the  
 prior Condominium Plat.

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ARTICLE XII

USE RESTRICTIONS

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

Notwithstanding the foregoing, however, the **bathroom** equipment room /video may be used for any ordinary use, whether or not that use is related to the project, provided any such use shall not interfere with the free use of the Storage Units.

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

Section 3. EXTERNAL FIXTURES. No external items such as, but not limited to, television and radio antenna, clotheslines, wiring, insulation, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, sunshades, shall be constructed, erected or maintained on the Property, including any Buildings thereof unless approval is obtained in writing from the Board of the

1 Association. No swamp coolers shall be permitted to be  
2 installed on the roof of a Unit. The foregoing  
3 notwithstanding, nothing herein shall be construed as  
4 preventing Declarant and its agents and assigns from engaging  
5 in all forms of construction and sales activities within the  
6 Property.

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

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

21 Section 6. PARKING. Unless otherwise permitted by  
22 the Board, no motor vehicle (including a motorcycle), trailer,  
23 camper, boat, or similar item, and no bicycle, shall be  
24 permitted to remain placed upon the Property unless parked or  
25 placed within the Unit; provided, however, temporary parking  
km of motor vehicles may be permitted. For purposes hereof,  
"temporary parking" shall mean parking of vehicles belonging

1 to Owners or agents parking of delivery trucks, service  
 2 vehicles and other commercial vehicles being used in the  
 3 furnishing of goods and services to the Association or to the  
 4 Owners and Occupants as well as parking of vehicles belonging  
 5 to and being used by Owners, agents or Occupants for loading  
 6 and unloading purposes. The Board may adopt Association Rules  
 7 relating to the admission and temporary parking of vehicles  
 8 within the Property, including the assessment of charges to  
 9 Owners and Occupants who violate, or whose invitees, violate,  
 10 such rules. Any charges to be assessed shall be special  
 11 Assessments. Nothing herein shall be construed as preventing  
 12 Declarant from using temporary structures or trailers for  
 13 construction and/or sales purposes or engaging in all forms of  
 14 construction and sales activities within the Property.

15 Section 7. OUTSIDE SPEAKERS AND AMPLIFIERS. No  
 16 radio, stereo, broadcast or loudspeaker units and no  
 17 amplifiers of any kind shall be placed upon or outside, or be  
 18 directed to the outside of any Building without the prior  
 19 written approval of the Board.

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

24 Section 9. UNSIGHTLY ITEMS. All rubbish, debris or  
 25 unsightly materials or objects of any kind shall be regularly  
 removed from Condominium Units and shall not be allowed to  
 accumulate therein or thereon. Refuse containers and machinery



1 and equipment not a part of Units, shall be prohibited upon  
 2 any Condominium Unit unless obscured from view of adjoining  
 3 Condominium Units and Common Elements. Trash and garbage shall  
 4 be placed in containers by Owners and Occupants for removal  
 5 from the Property in accordance with Association Rules  
 6 applicable thereto adopted by the Board. The Board may adopt  
 7 rules applicable to the provisions of this Section and their  
 8 enforcement, including the assessment of charges to Owners and  
 9 Occupants who violate, or whose invitees violate, such rules.  
 10 Any charges so assessed shall be special Assessments. The  
 11 foregoing notwithstanding, nothing herein shall be construed  
 12 as preventing Declarant and its agents and assigns from  
 13 engaging in all forms of construction and sales activities  
 14 within the Property.

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

24 Section 11. DECLARANT'S EXEMPTION. Nothing  
 25 contained in this Declaration shall be construed to prevent  
 km the erection or maintenance by Declarant or its duly  
 authorized agents, of structures, improvements or signs

1 necessary or convenient to Developer, for sale, operation or  
 2 other disposition of Property.

3           Section 12. NUISANCES. No nuisance shall be  
 4 permitted to exist to operate upon any property so as to be  
 5 offensive or detrimental or any other property in the vicinity  
 6 thereof or to its occupants. No rubbish, debris, material, or  
 7 containers of any kind shall be placed or permitted to  
 8 accumulate upon or adjacent to property and no odors shall be  
 9 permitted to arise therefrom, so as to render any such  
 10 property or any portion thereof unsanitary, unsightly,  
 11 offensive or detrimental to any other property in the vicinity  
 12 thereof or to its occupants. No exterior speakers, horns,  
 13 whistles, bells or other sound devices, except security  
 14 devices used exclusively for security purposes, shall be  
 15 located, used or placed on any such property. The Board in  
 16 its sole discretion shall have the right to determine the  
 17 existence of any nuisance.

18           Section 13. RENTING. Subject to the foregoing  
 19 obligations, the Owners of the Units shall have the right to  
 20 lease same provided that said lease is made subject to the  
 21 covenants and restrictions contained in this Declaration and  
 22 further subject to the Bylaws and Association rules. Each  
 23 Owner shall be responsible for compliance by said Owner's  
 24 agent, tenant, guest, invitee, lessee, licensee, their  
 25 respective servants and employees with the provisions of said  
 Declaration, Bylaws and Association rules. The Owner's  
 failure to so insure compliance by such persons shall be

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grounds for the same action available to the Board by reason of said Owner's own non-compliance.

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

Section 15. EXPLOSIVES AND FLAMMABLE ITEMS. No Condominium Storage Unit shall be allowed to be used for 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 use. No other petroleum products shall be allowed to be stored on the premises except as contained in legally authorized and approved containers not to exceed 50 gallons per Unit. No explosive devices of any nature whatsoever may be stored within any Unit.

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

Section 17. FIRE HAZARDS. No Owner shall occupy, use or store any materials in any Unit, nor permit any Unit to be occupied or used for any purpose which would increase the premium for fire insurance on the common areas over the normal rates applicable to mini storage facilities. Upon notice that

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1 any such activity is or has been taking place, or that any  
2 such materials have been, are or will be stored upon said  
3 premises, the Owner of the respective Unit(s) shall  
4 immediately cause same to be removed.

5 Section 18. COMPLIANCE WITH LAW. Except for the  
6 **bathroom/video equipment room**, each Unit shall be used and  
7 occupied solely for storage purposes. No Unit shall be used  
8 for any purpose in violation of any state, federal or local  
9 statute or ordinance or of any regulation, order, or directive  
10 of a governmental agent as such statutes, ordinances,  
11 regulations, orders or directives now exist or may hereafter  
12 provide concerning the use and safety of the Unit and common  
13 areas. On the breach of any provision hereof by any Owner,  
14 the Association may, at its option, order such use to  
15 terminate, and that failing, enter upon the premises of the  
16 Unit and terminate such use.

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

- 21 (a) Such signs as may be required by legal  
22 proceedings;
- 23 (b) Such signs the nature, number and location of  
24 which have been approved by the Board in  
advance.

25 Section 20. RULES AND REGULATIONS. The Association  
km shall have the power to make and adopt reasonable Association  
rules with respect to activities which may be conducted on any

1 part of the Property. The Board's determination as to whether  
 2 a particular activity being conducted or to be conducted  
 3 violates or will violate such Association rules shall be  
 4 conclusive unless, at a regular or special meeting of the  
 5 Association, Owners representing a majority or the voting  
 6 power of the Association vote to the contrary.  
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### 8 **ARTICLE XIII**

#### 9 **INSURANCE**

10 Section 1. AUTHORITY TO PURCHASE. Commencing not  
 11 later than the date a Unit is conveyed to a Person other than  
 12 Declarant, the Board shall have the authority to and shall  
 13 obtain the insurance provided for in this Article.  
 14

15 Section 2. HAZARD INSURANCE. The Board shall  
 16 obtain a master or blanket policy of property insurance on the  
 17 entire Property including the Units and the Common elements  
 18 insuring the Property against loss or damage by fire and other  
 19 hazards covered by the standard extended coverage endorsement,  
 20 and against loss or damage by sprinkler leakage, debris  
 21 removal, cost of demolition, vandalism, malicious mischief,  
 22 windstorm, and water damage. Such master policy of property  
 23 insurance shall be in a total amount of insurance equal to  
 24 100% of the current replacement cost, exclusive of land,  
 25 excavations, foundations and other items normally excluded  
 from such property policies.

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 26 Section 3. COMPREHENSIVE PUBLIC LIABILITY  
INSURANCE. The Board shall obtain comprehensive general

1 liability insurance insuring the Association, the Declarant,  
2 the agents and employees of the Association and the Declarant,  
3 the Owners and Occupants and the respective family members,  
4 guests and invitees of the Owners and Occupants, against  
5 liability incident to the ownership or use of the Common  
6 Elements. The limits of such insurance shall not be less than  
7 \$1,000,000.00 covering all claims for death of or injury to  
8 any one person and/or property damage in any single  
9 occurrence. Such insurance shall also include protection  
10 against water damage liability, liability for non-owned and  
11 hired automobiles, and liability for the property of others.  
12 Such insurance must provide that, despite any provisions  
13 giving the carrier the right to elect to restore damage in  
14 lieu of a cash settlement, such option shall not be  
15 exercisable without the approval of the Association. The  
16 Board shall adjust the amount of the insurance carried under  
17 this Section from time to time.

18 Section 4. WORKMEN'S COMPENSATION INSURANCE. In  
19 the event the Association has employees, the Board shall  
20 purchase and maintain in effect Workmen's Compensation  
21 Insurance for all employees of the Association to the extent  
22 that such insurance is required by law.

23 Section 5. PREMIUMS. Premiums upon insurance  
24 policies purchased by the Board on behalf of the Association  
25 shall be paid by the Association as part of the Common  
km Expenses.

1                    Section 6. POLICY PROVISIONS.

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

6                    (b) The named insured under any policy of  
7 insurance shall be the Association, as trustee for the Owners,  
8 or its authorized representative, including any trustee with  
9 which the Association may enter into any Insurance Trust  
10 Agreement, or any successor trustee, each of which shall be  
11 referred to as the "Insurance Trustee" who shall have  
12 exclusive authority to negotiate losses under the policies.

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

15                    (d) Coverage must not be limited by (i) any act or  
16 neglect by Owners or Occupants which is not within control of  
17 the Association; or (ii) any failure of the Association to  
18 comply with any warranty or condition regarding any portion of  
19 the Property over which the Association has no control.

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

25                    (f) All policies must contain a waiver of  
subrogation by the insurer as to any and all claims against  
the Association, Owners, Occupants and their respective agents

1 and employees, and any defenses based on co-insurance or on  
 2 invalidity arising from acts of the insured.

3           Section 7. SUPPLEMENTAL INSURANCE. The Board may  
 4 obtain such other policies of insurance in the name of the  
 5 Association as the Board deems appropriate to protect the  
 6 Association and Owners, including, without limitation, errors  
 7 and omissions insurance for officers and directors of the  
 8 Association. Notwithstanding any other provision herein, the  
 9 Association shall continuously maintain in effect such  
 10 casualty, flood and liability insurance.

11           Section 8. INSURANCE OBTAINED BY OWNERS/NON-  
 12 LIABILITY OF ASSOCIATION. An Owner or Occupant shall be  
 13 permitted to insure his personal property against loss by fire  
 14 or other casualty and may carry public liability insurance  
 15 covering his individual liability for damage to persons or  
 16 property occurring inside his Unit. An Owner may carry  
 17 additional hazard insurance covering his Unit and improvements  
 18 as well as additional liability insurance covering exposure  
 19 from the ownership or use of the Common Elements.  
 20 Notwithstanding the obligation of the Association to obtain  
 21 insurance coverage as stated in this Declaration, neither the  
 22 Declarant nor the Association, or their respective officers,  
 23 directors, employees and against, shall be liable to any Unit  
 24 Owner or any other party if any risks or hazards are not  
 25 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

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1 coverage and protection afforded by the Association's  
2 insurance and to procure and pay for any additional insurance  
3 coverage and protection that the Unit Owner may desire. Unless  
4 otherwise changed by a vote of the Unit Owners, the  
5 Association's insurance shall not insure any contents within a  
6 Unit.

7  
8 **ARTICLE XIV**

9 **DESTRUCTION OF IMPROVEMENTS**

10 Section 1. AUTOMATIC RECONSTRUCTION. In the event  
11 of partial or total destruction of a Building or Buildings or  
12 any portion of the Common Elements within the Property, the  
13 Board shall promptly take the following action:

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

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

21 (c) If the Board determines: (i) that insurance  
22 proceeds will cover eighty-five percent (85%) or more of the  
23 estimated cost of reconstruction, or (ii) that available  
24 insurance proceeds together with available reserves and/or a  
25 special Assessment equal to Twenty-five (25%) or less of the  
km then aggregate annual regular Assessments for all Condominium  
Storage Units will completely cover the estimated cost of

1 reconstruction, then the Board shall cause notice to be sent  
2 to all Owners setting forth such findings and informing said  
3 Owners and Lenders that the Board intends to commence  
4 reconstruction pursuant to this Declaration. In the event that  
5 at least twenty-five percent (25%) of the Owners based on one  
6 (1) vote for each Unit, object in writing to such  
7 reconstruction as indicated in such notice, the Board shall  
8 call a special meeting of the Owners pursuant to Section 2.  
9 In the event that the foregoing requirements are satisfied and  
10 the satisfied and requisite numbers of Owners do not object in  
11 writing to such reconstruction, the Board shall cause  
12 reconstruction to take place as promptly as practicable  
13 thereafter. In connection with such reconstruction, the Board  
14 shall levy a uniform special Assessment against each Owner at  
15 such time and in such amount as the Board shall determine is  
16 necessary to cover the costs of reconstruction in excess of  
17 insurance proceeds and available reserves.

18 (d) If the Board in good faith determines that none  
19 of the bids submitted under this Section reasonably reflects  
20 the anticipated reconstruction costs, the Board shall continue  
21 to attempt to obtain an additional bid which it determines  
22 reasonably reflects such costs. Such determination shall be  
23 made by the Board as soon as possible. However, if such  
24 determination cannot be made within Ninety (90) days after the  
25 date of such destruction because of the unavailability or  
unacceptability of an insurance estimates or reconstruction

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1 bid, or otherwise, the Board shall immediately call a meeting  
2 of the affected Owners pursuant to Section 2.

3 (e) If the Board determines that any Unit has  
4 become unusable by reason of its total or partial destruction,  
5 Assessments may abate against the Owner thereof until the  
6 Board determines that usability has been restored. However,  
7 if the Board determines that such abatement would adversely  
8 and substantially affect the management, maintenance and  
9 operation of the Property, it may elect to disallow such  
10 abatement.

11 Section 2. RECONSTRUCTION BY VOTE. If  
12 reconstruction is not to take place pursuant to Section 1, as  
13 soon as practicable after the same has been determined, the  
14 Board shall call a special meeting of the Owners by mailing a  
15 notice of such meeting to each such Owner. Such meeting shall  
16 be held not less than Fourteen (14) days and not more than  
17 Twenty-one (21) days after the date of such notice. Unless the  
18 Owners, by a vote at such meeting or by the written consent of  
19 not less than Seventy-five percent (75%) of the Owners based  
20 on One (1) vote for each Unit, determine not to proceed with  
21 such reconstruction, reconstruction must take place and the  
22 Board shall levy a uniform special Assessment against each  
23 Owner at such time and in such amount as the Board shall  
24 determine is necessary to cover the costs of reconstruction in  
25 excess of insurance proceeds and available reserves.

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26 Section 3. PROCEDURE FOR MINOR RECONSTRUCTION. If  
the cost of reconstruction is equal to or less than Ten

1 percent (10%) of the face amount of insurance then carried  
 2 under the Association's hazard insurance policy, then the  
 3 Board shall contract with a licensed contractor or  
 4 contractors to rebuild or repair such damaged or destroyed  
 5 portions of the Property in conformance with the original  
 6 plans and specifications, or if the Board determines that  
 7 adherence to such original plans and specifications is  
 8 impracticable or is not in conformance with applicable laws,  
 9 ordinances, building codes, or other governmental rules or  
 10 regulations then in effect, then such repairs or rebuilding  
 11 shall be of a kind and quality substantially equivalent to the  
 12 original construction of such improvements.

13           Section 4. PROCEDURE FOR MAJOR RECONSTRUCTION. If  
 14 the cost of reconstruction is greater than Ten percent (10%)  
 15 of the face amount of insurance then carried under the  
 16 Association's hazard insurance policy, all insurance proceeds,  
 17 together with such amounts from available reserves or special  
 18 Assessments as are needed to complete the cost of  
 19 reconstruction, shall be paid directly to a bank or savings  
 20 and loan association located in Mohave County, Arizona, whose  
 21 accounts are insured by the Federal Deposit Insurance  
 22 Corporation or the Federal Savings and Loan Insurance  
 23 Corporation, or the successor to either agency, as designated  
 24 by the Board, as trustee (hereinafter called the "Insurance  
 25 Trustee") for all Owners and Lenders. Such proceeds shall be  
 km received, held and administered consistent with the provisions  
 of this Declaration. Disbursement of such funds shall be made

1 only upon the signatures of two members of the Board. As soon  
2 as practicable after notification of the receipt of insurance  
3 proceeds, the Board shall enter into a contract with a  
4 licensed contractor or contractors for the repair or  
5 rebuilding of all of the damaged or destroyed Units and Common  
6 Elements according to the original plans and specifications of  
7 said improvements or, if the Board determines that adherence  
8 to such original plans and specifications is impracticable or  
9 not in conformity with applicable statutes, ordinances,  
10 building codes, or other governmental rules and regulations  
11 then in effect, then of a quality and kind substantially  
12 equivalent to the original, construction of such improvements.  
13 The contract with such licensed contractor or contractors  
14 shall provide for payment to the contractor or contractors of  
15 a specified sum for performance and execution of the work  
16 therein described, and shall have provisions for periodic  
17 disbursement of funds, which shall be consistent with  
18 procedures then followed by prudent lending institutions doing  
19 business in Mohave County, Arizona. The Board may employ a  
20 licensed architect to supervise the repair and rebuilding to  
21 insure that all work, services and supplies are in conformity  
22 with the requirements of the construction contract.

23 Section 5. TERMINATION. If Seventy-five percent  
24 (75%) or more of the Owners elect not to proceed with the  
25 reconstruction at the special meeting held pursuant to Section  
2, the Board shall divide the insurance proceeds and then  
available reserves into as many shares as there are then

1 Units, said shares to be in the same proportion as the Owner's  
2 respective percentage interest in the Common Elements. If  
3 there are mortgages, deeds of trust, or other encumbrances  
4 remaining against any of the Condominium Units after  
5 disbursement by the Board of the proportionate share of  
6 insurance proceeds and available reserves, and such  
7 deficiencies are not paid by the respective Owner or Owners,  
8 the holders of any such mortgage, deed of trust, or other  
9 encumbrance must also execute and acknowledge such declaration  
10 in order to lawfully withdraw the Property from the  
11 Condominium pursuant to the Act.

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

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



1 this Declaration or under §33-1220 of the Condominium Act, by  
2 the Association under §§ 33-1206 or 33-1216(D) of the  
3 Condominium Act, or by certain Unit Owners under §§ 33-  
4 1218(B), 33-1222, 33-1223 or 33-1228(B) of the Condominium  
5 Act, and except to the extent permitted or required by other  
6 provisions of the Condominium Act, the Declaration, including  
7 the Plat, may be amended by vote of the Unit Owners to which  
8 at least sixty-seven percent (67%) of the votes in the  
9 Association are allocated, at any time during the initial term  
10 hereof or any renewal term and without regard to whether such  
11 amendment has uniform application to the Units or the  
12 Condominium as a whole.

13 Any amendment adopted by the Unit Owners as provided  
14 herein shall be signed by the President or Vice-President of  
15 the Association and shall be recorded in the Official Records  
16 of the Mohave County, Arizona Recorder. Any such amendment  
17 shall certify that the amendment has been approved as required  
18 by this section. Any amendment made by the Declarant pursuant  
19 to this Declaration of the Condominium Act shall be executed  
20 by the Declarant and shall be recorded in the Official Records  
21 of the Mohave County, Arizona Recorder.

22 Section 4. VIOLATION OF LAW. Any violation of any  
23 state, municipal or local law, ordinance or regulation,  
24 pertaining to the ownership, occupation or use of any property  
25 is hereby declared to be a violation of this Declaration and  
km subject to any and all of the enforcement procedures set forth  
herein.



1           Section 5. CONSTRUCTION. The provisions of this  
2 Declaration shall be liberally construed to effectuate its  
3 purpose of creating a plan for the development of a  
4 Condominium storage facility and for the maintenance of the  
5 Property. The Article and Section headings have been inserted  
6 for convenience only, and shall not be considered or referred  
7 to in resolving questions of interpretation or construction.

8           Section 6. GENDER AND NUMBER. Whenever the context  
9 of this Declaration requires, the singular shall include the  
10 plural, and vice versa, and the masculine shall include the  
11 feminine and the neuter, and vice versa.

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

23           Section 8. ATTORNEY'S FEES. In the event any action  
24 is instituted to enforce any of the provisions contained in  
25 this Declaration, the Bylaws, or Association Rules, the party  
km prevailing in such action shall be entitled to recover from

1 the other party thereto as part of the judgment reasonable  
2 attorney's fees and costs of suit.

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

6 Section 10. EFFECT OF DECLARATION. This  
7 Declaration is made for the purpose set forth in the recitals  
8 in this Declaration and Declarant makes no warranties or  
9 representations, express or implied, as to the binding effect  
10 or enforceability of all or any portion of this Declaration,  
11 or as to the compliance of any of these provision with public  
12 laws, ordinances, regulations and the like applicable thereto.  
13 Declarant shall have no liability whatsoever if any of the  
14 provisions of this Declaration, the Bylaws or Association  
15 Rules are determined to be unenforceable in whole or in part  
16 or under certain circumstances.

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

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Section 12. NONLIABILITY OF OFFICIALS. To the  
fullest extent permitted by law, neither the Board nor any

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1 officer of the Association shall be liable to any Owner or the  
 2 Association for any damage, loss, or prejudice suffered or  
 3 claimed on account of any decision, approval or disapproval,  
 4 course of action, act, omission error, or negligence if such  
 5 Board member or officer acted in good faith within the scope  
 6 of his or their duties.

7 Section 13. UNSEGREGATED REAL PROPERTY TAXES.

8 Until such time as real property taxes have been segregated by  
 9 the County Assessor of Mohave County for the Condominium  
 10 Units, the taxes shall be paid by the Association on behalf of  
 11 the Owners. In connection with such payment, the  
 12 proportionate share of such tax or installment thereof for a  
 13 particular Condominium Unit shall be determined by multiplying  
 14 the tax or installment in question by the respective  
 15 percentage interest of such Condominium Unit in the Common  
 16 Elements. The Association may levy a special Assessment  
 17 against any Owner who fails to pay his share of any real  
 18 property taxes pursuant to this Section. In the event such  
 19 special Assessment is not paid within Thirty (30) days of its  
 20 due date, the Board may resort to all remedies of the  
 21 Association for the collection thereof.

22 Section 14. USE OF FUNDS COLLECTED BY THE  
 23 ASSOCIATION. All funds collected by the Association,  
 24 including Assessments and contributions to the Association  
 25 paid by Owners, if any, shall be held by the Association in a  
 km fiduciary capacity to be expended in their entirety for non-  
 profit purposes of the Association in managing, maintaining,

1 caring for, and preserving the Common Elements and for other  
 2 permitted purposes as set forth in this Declaration. No part  
 3 of said funds shall inure to the benefit of any Owner (other  
 4 than as a result of the Association managing, maintaining,  
 5 caring for, and preserving the Common Elements and other than  
 6 as a result of expenditures made for other permitted purposes  
 7 as set forth in this Declaration).

8 Section 15. NOTIFICATION OF SALE AND TRANSFER FEE.

9 Concurrently with the consummation of the sale or other  
 10 transfer of any Condominium Unit, or within Fourteen (14) days  
 11 after the date of such transfer, any transferee shall notify  
 12 the Association in writing of such transfer and shall  
 13 accompany such written notice with a non-refundable transfer  
 14 fee to cover Association documentation and processing. The  
 15 transfer fee shall be equal to twice the then current regular  
 16 monthly Assessment. The written notice shall set forth the  
 17 name of the transferee and his transferor, the unit number of  
 18 the Condominium Unit purchased or acquired by the transferee,  
 19 the transferee's mailing address, the date of the sale or  
 20 transfer, and the name and address of the transferee's Lender,  
 21 if any. Prior to the receipt of such written-notice, all  
 22 notices required or permitted to be given by the Association  
 23 to the Owner shall be deemed to be duly made or given to the  
 24 transferee if duly and timely made and given to the  
 25 transferee's predecessor in interest. The transfer fee shall  
 be the personal obligation of the new Owner and shall be  
 secured by the lien. Notwithstanding the other provisions

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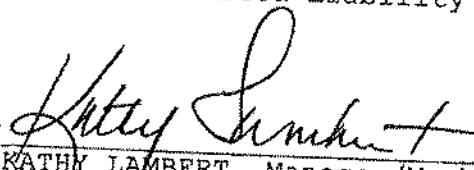
hereof, this Section shall not apply to a Lender who becomes an Owner by a foreclosure proceeding or any deed of assignment in lieu of foreclosure.


Section 16. EMERGENCY VEHICLES AND PERSONNEL.

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

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

WKL MANAGEMENT, LLC,  
an Arizona Limited Liability Company

By   
KATHY LAMBERT, Manager/Member

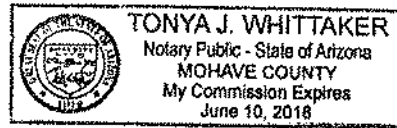
By   
WAYNE LAMBERT, Manager/Member

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STATE OF Arizona )  
COUNTY OF MOHAVE ) SS:

Before me this 23rd day of September, 2016,  
personally appeared KATHY LAMBERT who acknowledged herself to  
be a Manager and Member of WKL MANAGEMENT, L.L.C., that she as  
such Manager, being authorized to do so, executed the  
foregoing instrument for the purposes therein contained by  
signing the name of the L.L.C as Declarant, by herself as such  
Manager.

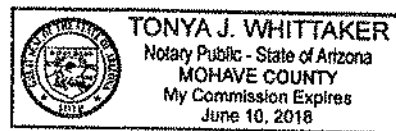
Tonya J. Whittaker  
Notary Public



STATE OF Arizona )  
COUNTY OF MOHAVE ) SS:

Before me this 23rd day of September, 2016,  
personally appeared WAYNE LAMBERT who acknowledged himself to  
be a Manager and Member of WKL MANAGEMENT, L.L.C., that he as  
such Manager, being authorized to do so, executed the  
foregoing instrument for the purposes therein contained by  
signing the name of the L.L.C as Declarant, by himself as such  
Manager.

Tonya J. Whittaker  
Notary Public



**EXHIBIT 'A'**

**Units A101 through A106, Inclusive; Units B101 through B108, Inclusive; Units C101 through C117, Inclusive and Parcel "A", Winners Circle Motorsports Garages, according to the plat thereof recorded August 17, 2016 at Fee No. 2016037139 in the office of the County Recorder of Mohave County, Arizona.**