

STATE TITLE

Return to

STATE TITLE

DECLARATION OF HORIZONTAL PROPERTY REGIME
TOGETHER WITH
COVENANTS, CONDITIONS, AND RESTRICTIONS

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This Declaration, made this 7th day of December,
1982, by J. B. BROWN and LAVONNE A. BROWN, his wife, hereinafter
referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the following
described real property, to-wit:

VILLAS DEL LAGO CONDOMINIUMS, according to the
plat of record in the Office of the County
Recorder of Mohave County, Arizona, recorded
MARCH 11, 1982 as Fee No. 83-8248.

EXCEPT all oil, gas, and minerals whatsoever
already found or which may hereafter be found
in or under said land and all underground water
in, under or flowing through said land and
water rights appurtenant thereto, as reserved
in Deed recorded in Book 233 of Deeds, page 488.

EXCEPT all oil, gas, coal and other material
minerals in said land below a depth of 500 feet
from the surface, as set forth in instrument
recorded in Book 79 of Deeds, page 461, and
Book 395 of Official Records, page 102.

PROOFED
INDEXED MISCELLANEOUS
Fee # **83-8249**

Recorded in Official Records
of Mohave County, Arizona
MAR 11 '83 - 3:20 PM
Joan McCall, Recorder

\$ 25⁰⁰ 1 of 25



BOOK 909 PAGE 784

HARVEY JACOB
ATTORNEY AT LAW
1016 WASHINGTON
STATE 4
LAS VEGAS, NV 89102

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

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

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

19 ARTICLE I
20 DEFINITIONS

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

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

27 (i) The lower horizontal boundary for units
28 number 1, 2, 3, 4, 5, and 6 is the surface of the ground floor
29 thereof. The lower horizontal boundary for units number 7, 8, 9,
30 10, 11, 12, 13, and 14 is the upper surface of the wooden floor
31 thereof. The lower horizontal boundary for the garages is the
32 surface of the concrete slab thereof.

33 (ii) The upper horizontal boundary is a
34 horizontal plane, the elevation of which coincides with the

1 elevation of the surface of the finished ceiling or ceilings
2 thereof, in the case of both apartments and garages.

3 (iii) The lateral boundaries are the interior sur-
4 faces of the perimeter walls, windows and doors thereof and verti-
5 cal planes coincidental with the interior surfaces of the perim-
6 eter walls thereof, in the case of both apartments and garages.

7 (iv) Each Apartment includes the surfaces so de-
8 scribed, and the portions of the building and improvements lying
9 within said boundaries. Each such Apartment shall also include
10 the heating and air conditioning unit or units, ranges, garbage
11 disposal units, and other household appliances lying within said
12 boundaries and/or appurtenant areas.

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

15 (vi) The following are not part of an Apartment:
16 Bearing walls, columns, vertical supports, roofs, floors, cement
17 slabs, foundations, external stairs, pipes, ducts, flues, garage
18 doors, central motor heating systems, private drives, front doors,
19 arcades and and/or sliding glass doors, conduits, wires and other
20 utility installations, wherever located, except the outlets there-
21 of when located within the Apartment. In interpreting deeds,
22 plats, declarations, and plans, the existing physical boundaries
23 of an Apartment or an Apartment reconstructed in substantial
24 accordance with the original plans thereof shall be conclusively
25 presumed to be its boundaries rather than the description ex-
26 pressed in the deed, plat, plan or declaration, regardless of
27 settling or lateral movement of the building, and regardless of
28 minor variances between the boundaries as shown on the plan or
29 in the deed and declaration and those of the building. Each
30 Apartment in each building, as the case may be, shall be deemed
31 to be a separate and distinct Apartment.

32 (b) "Association" shall mean and refer to VILLAS DEL
33 LAGO CONDOMINIUMS, INC., an Arizona nonprofit corporation, its
34 successors and assigns, formed as an entity through which the

1 owners may act, in accordance with the Arizona Revised Statutes,
2 Sections 33-551.1 to 33-561 (1962).

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

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

8 (e) "Owner(s)" shall mean and refer to the record
9 owner, whether one or more persons or entities, of equitable or
10 beneficial title (or legal title if same has merged) of any
11 apartment. "Owner" shall include the purchaser under an execu-
12 tory contract for the sale of the real property. The foregoing
13 does not include persons or entities who hold an interest in any
14 apartment merely as security for the performance of an obligation.
15 Except as stated otherwise herein "Owner" shall not include a
16 lessee or tenant of an apartment. For the purposes of Article VI
17 only, unless the context otherwise required, "Owner" shall also
18 include the family, invitees, licensees, and lessees of any
19 owner, together with any other person or parties holding any
20 possessing interest granted by such owner of any apartment.

21 (f) "Board" shall mean the Board of Directors of
22 the Association.

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

25 (h) "Declarant" shall mean J.B. BROWN and LAVONNE
26 A. BROWN, his wife, including their successors and assigns.

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

29 (j) "Common Area", sometimes referred to as "Com-
30 mon Facilities", shall mean the entire properties except apartment
31 as defined in (a) above.

32 (k) "Unoccupied" with reference to any apartment
33 or apartments shall mean any apartment that has been constructed
34 but not yet conveyed by Declarant.

1 (1) "Common wall" shall mean the wall or walls
2 which shall separate contiguous Apartments.
3

4 ARTICLE II

5 DECLARATION OF HORIZONTAL PROPERTY REGIME

6 Section 1. PROPERTY SUBJECT TO THIS DECLARATION.

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

11 (a) VILLAS DEL LAGO CONDOMINIUMS, according
12 to the plat of record in the Office of the
13 County Recorder of Mohave County, Arizona,
14 recorded MARCH 11, 1989 as
15 Fee No. 83-8248.

16 EXCEPT all oil, gas, and minerals whatsoever
17 already found or which may hereafter be found
18 in or under said land and all underground
19 water in, under or flowing through said land
20 and water rights appurtenant thereto, as
21 reserved in Deed recorded in Book 233 of
22 Deeds, page 488.

23 EXCEPT all oil, gas, coal and other material
24 minerals in said land below a depth of 500
25 feet from the surface, as set forth in
26 instrument recorded in Book 79 of Deeds,
27 page 461, and Book 305 of Official Records,
28 page 102.
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DWIGHT R. JOHNSON
ATTORNEY AT LAW
1000 W. WASHINGTON BLVD
SUITE 2
LAS VEGAS, NEVADA 89102

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1 Section 2. DECLARATION. Pursuant to Chapter 4.1,
2 Article 1, Section 33-551 to 33-561 inclusive, Arizona Revised
3 Statutes, Declarant does hereby submit said property described
4 above to the Horizontal Property Regime in order to establish
5 the nature of the use and enjoyment of the aforesaid
6 property.

7 Section 3. DESCRIPTION OF PROJECT.

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

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

12 Two (2) buildings, with one (1) building with twelve (12) apart-
13 ments and one (1) building of two (2) apartments and fourteen (14)
14 garages, with there being one (1) garage designated for each
15 apartment.

16 (c) DESCRIPTION OF THE SPACE OF APARTMENT. The
17 Horizontal Property Regime shall be composed of fourteen (14)
18 apartments, together with one (1) garage per apartment.

19 Each apartment shall be identified numerically as 1
20 through 14 as shown on the recorded plat. Each garage shall be
21 identified numerically as G-1 through G-14 as shown on the recorded
22 plat, with garage G-1 to go with apartment 1, garage G-2 to go
23 with apartment 2, and so on. The cubic content space of each
24 apartment and garage so designated and subject to individual owner-
25 ship and exclusive control is as more fully set forth and described
26 in the aforesaid recorded plat.

27 (d) DESCRIPTION OF GENERAL COMMON ELEMENTS. The
28 general common elements shall include all of said property referred
29 to in Section 1 above, including the land upon which the apartments
30 are located, the buildings, all bearing walls, columns, floors,
31 roofs, slabs, external stairs, all recreational facilities,
32 swimming pools, pumps, landscaping, pavements, private drives,
33 front doors, arcades and/or glass sliding doors, all waste, water
34 and gas pipes, ducts, chutes, conduits, wires, drainage lines,

1 other utility and installation lines, the foundations of the
2 apartments, the foundations of the buildings, and all other devices
3 and premises designed for common use or enjoyment by more than one
4 owner or owners of a single apartment, all as is more fully set
5 forth and described herein and in the said recorded plat, and
6 except for an apartment as defined, and except for the outlets of
7 utilities when located within an apartment, and those areas allo-
8 cated for use as common parking, patio, heating and air condition-
9 ing unit, and balcony purposes, if any, and driveway, as shown on
10 said recorded plat. The common elements shall remain undivided
11 and no owner shall bring any action for partition, it being agreed
12 that this restriction is necessary in order to preserve the rights
13 of the owners with respect to the operation and management of the
14 common elements.

15 (e) FRACTIONAL INTEREST. Each apartment shall
16 bear an undivided 1/14 fractional interest in the entire Horizontal
17 Property Regime.

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

22 Bench Mark elevation - 742.56 feet

23 Spike at the intersection of the center lines
24 of McCulloch Boulevard and Torrito Lane.

25
26 ARTICLE III

27 HOMEOWNERS ASSOCIATION

28 Section 1. It is recognized that at the date hereof
29 construction of all the common elements and the proposed dwelling
30 units contemplated by the recorded subdivision map referred to in
31 Article II above, have not been completed, and that the Homeowners
32 Association envisioned herein is not operative. In order that said
33 apartments be constructed and sold, the said Common Areas be in-
34 stalled and protected, and that the said Association becomes

1 stabilized and operational in the support and promotion of the
2 objectives of this Declaration, Declarant hereby reserves unto
3 themselves, at their option, the sole and exclusive right to
4 manage the affairs of the Homeowners Association. Declarant shall
5 have the sole and exclusive right to make contracts or agreements
6 on behalf of the Association for maintenance of Common Areas and
7 Operation of the Association, and do all things as authorized by
8 this Declaration.

9 Section 2. VILLAS DEL LAGO CONDOMINIUMS, INC., a non-
10 profit corporation organized under and by virtue of the laws of
11 the State of Arizona governing non-profit corporations shall accept
12 responsibility for and provide such necessary and appropriate
13 action for the property maintenance, repair, replacement, operation,
14 managements, beautification and improvement of that certain prop-
15 erty and improvements to be used in common by and for the benefit
16 of the owners of apartments constructed on said properties.

17 Section 3. Until such time as ten (10) of the apart-
18 ments in the above described properties have been conveyed to the
19 purchasers thereof, all right, discretion, power and authority
20 herein granted to said Homeowners Association and said apartment
21 owners through said Homeowners Association, including the right
22 to collect assessments (excepting reserves for replacement) shall,
23 at the option of Declarant, remain with Declarant directly or
24 through said Homeowners Association. Capital improvements or
25 additions to the general common elements may be achieved by an
26 affirmative vote said improvements and/or additions will be
27 installed by Declarant.

28 Declarant shall prorate such costs to each owner and
29 collect such costs as if it were an assessment as provided for
30 herein. Upon sale of not less than ten (10) of said apartments,
31 or unless earlier required by Declarant, all such rights, discre-
32 tion, power and authority shall be assumed by the apartment owners
33 who are then members of the Homeowners Association, through their
34 officers and directors who shall be duly elected at such time.

1 Section 4. Until such time as ten (10) of the apart-
2 ments have been conveyed or transferred from Declarant, or the
3 trustee to the purchasers thereof, neither Declarant nor the
4 Trustee shall be liable for any assessment referred to herein for
5 any unoccupied apartments. In lieu of payment of such assessment,
6 Declarant shall assume responsibility for month-to-month maintenance,
7 repair, the management of Common Elements adjacent to any unoccu-
8 pied apartments until such time control of the Association is
9 assumed by the owners of occupied apartments. For purposes of this
10 paragraph, assumption of control of the Association is defined as
11 having passed conclusively to the owners collectively upon com-
12 pletion of the following requirements:

13 (a) Declarant shall notify the owner of each occu-
14 pied apartment Declarant has relinquished control of the Home-
15 owners Association effective thirty (30) days after date of notice.

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

19 There shall be no outstanding or accrued debts against
20 the Association at the time of assumption of control by the owners.
21 Beginning with the date of control of the Association by the
22 owners, Declarant, or their successors, shall at no time be respon-
23 sible for any assessment against apartments or land not available
24 for habitation or available for habitation but unsold.

25 ARTICLE IV

26 PROPERTY RIGHTS

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

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

34 (b) The Association shall have the right to suspend

1 voting rights and right to use of the recreational facilities by
2 an owner for any period during which any assessment against his
3 apartment or living unit remains unpaid; and for a period not to
4 exceed sixty (60) days for any infraction of this Declaration;

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

10 (d) Declarant shall have the right (including their
11 sales agents and/or representatives) to the non-exclusive use of
12 the Common Area and the facilities thereof, for display and exhibit
13 purposes in connection with the sale of apartments which right
14 Declarant hereby reserves. No such use by Declarant or their sales
15 agents or representatives shall otherwise restrict the members of
16 their use and enjoyment of the Common Areas and facilities thereon.

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

19 (f) The Association shall have the right to estab-
20 lish uniform rules and regulations pertaining to the use of the
21 Common Area and the recreational facilities thereon.

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

25 Section 2. DELEGATION OF USE. Any owner may delegate,
26 in accordance with this Declaration, his right of enjoyment to
27 the Common Areas and facilities to the members of his family, his
28 tenants, or to a reasonable number of his guests or invitees, said
29 number shall be as determined from time to time by the Board of
30 Directors of the Association.

31 ARTICLE V

32 MEMBERSHIP AND VOTING RIGHTS

33 Section 1. MEMBERSHIP. Every owner of an apartment
34 shall be a member of the Association. Membership shall be

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

14 Section 2. VOTING RIGHTS. All owners shall be entitled
15 to one (1) vote for each apartment owned. When more than one
16 person holds an interest, all such persons shall become members.
17 The vote for such apartment shall be exercised as they among them-
18 selves determined, but in no event shall more than one vote be
19 cast with respect to any apartment, and fractional votes shall not
20 be allowed. In the event more than one vote is cast for a partic-
21 ular apartment, none of the votes shall be counted and said votes
22 shall be deemed void.

23 ARTICLE VI

24 COVENANT FOR MAINTENANCE ASSESSMENTS

25 Section 1. PERSONAL OBLIGATION OF ASSESSMENTS. Each
26 owner of an apartment, except as provided in Article III, Section
27 4 hereof, by acceptance of a deed therefore, whether or not it
28 shall be so expressed in such deed, is deemed to covenant and
29 agree to pay to the Association: (1) annual assessments, or
30 charges, and (2) special assessments for capital improvements,
31 which assessments shall be established and collected as provided
32 in the Articles and Bylaws. The annual and special assessments,
33 late payment penalties, if any, together with interest thereon,
34 and reasonable attorney's fees and costs to collection thereof,

1 shall be a continuing lien on the apartment and the Common Areas
2 as created by this Declaration. Each such assessment, together
3 with interest, costs, reasonable attorney's fees and costs of
4 collection, shall also be the personal obligation of the person
5 who was the owner of such apartment at the time when the assess-
6 ment fell due. The personal obligations for delinquent assess-
7 ments shall not pass to successors in title unless expressly
8 assumed by them.

9 Section 2. PURPOSE OF ASSESSMENTS. The assessments
10 levied by the Association shall be used to promote the recreation,
11 health, safety, and welfare of all owners, for the improvement
12 and maintenance of the Common Areas, and for all purposes set forth
13 in the Articles, including but not limited to, management fees,
14 insurance premiums unless otherwise provided for, expenses for
15 maintenance, repairs and replacements of Common Areas or portions
16 thereof, reserves for contingencies, taxes, charges for water and
17 other utilities for the Common Areas.

18 (a) By appropriate action the Association may
19 establish and maintain a reserve fund for replacements by the
20 allocations and payment monthly to such reserve fund an amount to
21 be designated from time to time by the Board of Directors. Such
22 fund shall be depository, and may be in the form of cash deposit
23 or invested in obligations of, or fully guaranteed as to principal
24 by the United States of America. The reserve fund is for the pur-
25 pose of effecting replacement or repair because of damage, depre-
26 ciation or obsolescence to Common Area elements.

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

31 Section 4. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.
32 The annual assessments shall commence as to all units on the first
33 day of the month following the conveyance to an owner, except as
34 provided in Article III, Section 4. The first annual assessment

1 shall be adjusted according to the number of months remaining in
2 the calendar year. The Board shall fix the amount of the annual
3 assessment against each unit at least thirty (30) days in advance
4 of each annual assessment period. Written notice of the annual
5 assessment shall be sent to every owner subject thereto at the
6 last known mailing address. The due dates shall be established by
7 the Board of Directors.

8 Section 5. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.

9 In addition to the annual assessment authorized above, the Associa-
10 tion may levy, in any assessment year, a special assessment appli-
11 cable to that year only for the purpose of defraying, in whole or
12 in part, the cost of any construction, reconstruction, repair or
13 replacement of a capital improvement upon the Common Area, including
14 fixtures and personal property related thereto, provided that any
15 such assessment shall have the assent to two-thirds (2/3) of the
16 votes of members who are voting in person or by proxy at a meeting
17 duly called for this purpose.

18 Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED

19 UNDER SECTION 5. Written notice of any meeting called for the
20 purpose of taking any action authorized under Section 5 shall be
21 sent to all members at the last known mailing address not less
22 than thirty (30) days nor more than sixty (60) days in advance of
23 the meeting. At the first such meeting called, the presence of
24 members or of proxies entitled to cast sixty (60%) percent of all
25 the votes or the membership shall constitute a quorum. If the
26 required quorum is not present, another meeting may be called sub-
27 ject to the same notice requirement, and the required quorum at
28 the subsequent meeting shall be one-half (1/2) of the required quorum
29 at the preceding meeting. No such subsequent meeting shall be
30 held more than sixty (60) days following the preceding meeting.

31 Section 7. EFFECT OF NONPAYMENT OF ASSESSMENTS.

32 REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty
33 (30) days after the due date shall bear interest from the due date
34 at the rate of nine and one-half (9 1/2) percent per annum, simple

1 interest. The Association may bring an action of law against the
2 owner personally obligated to pay the same, or foreclose the lien
3 against the property. No owner may waive or otherwise escape
4 liability for the assessments provided for herein by non-use of
5 the Common Area or abandonment of his apartment.

6 Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES.

7 The lien of the assessments provided for herein shall be subordinate
8 to the lien of any first mortgage. Sales or transfer of any apart-
9 ment shall not affect the assessment lien. However, the sale or
10 transfer of any apartment pursuant to mortgage foreclosure or any
11 proceeding in lieu thereof, shall extinguish the lien of such
12 assessments as to payments which became due prior to such sale or
13 transfer. No sale or transfer shall relieve such apartment from
14 liability for any assessments thereafter becoming due or from the
15 lien thereof.

16 ARTICLE VII

17 ARCHITECTURAL CONTROL

18 Section 1. ARCHITECTURAL APPROVAL. No building, fence,
19 wall or other structure shall be commenced, erected or maintained
20 upon the properties, nor shall any exterior addition to or change
21 or alteration therein be made until the plans and specifications
22 showing the nature, kind, shape, heights, materials, and location
23 of the same shall have been submitted to and approved in writing
24 by the Board of Directors of the Association.

25 ARTICLE VIII

26 COMMON WALLS

27 Section 1. The rights and duties of owners with respect
28 to Common Walls shall be as follows:

29 (a) The owners of contiguous apartments who have
30 a common wall or walls shall both equally have the right to use
31 such wall or walls provided that such use by one owner does not
32 interfere with the use and enjoyment of same by the other owner.

33 (b) In the event that any common wall or walls are
34 damaged or destroyed through the act of an owner or any of his

1 agents or guests or members of his family (whether or not such
2 act is negligent or otherwise culpable), it shall be the obligation
3 of such owner to rebuild and repair the common wall or walls with-
4 out cost to the other adjoining owner or owners.

5 (c) In the event any such common wall or walls are
6 destroyed or damaged (including deterioration from ordinary wear
7 and tear and lapse of time), other than by the act of an adjoining
8 owner, his agents, guests, or family, it shall be the obligation of
9 the Association to rebuild and repair such wall or walls.

10 (d) Notwithstanding anything to the contrary here-
11 in contained, there shall be no impairment of the structural
12 integrity of any common wall or walls without the prior consent of
13 the Board.

14 (e) In the event of the dispute between owners with
15 respect to the construction, repair or rebuilding of a common wall
16 or walls, or with respect to the bearing of the cost thereof, the
17 owners shall submit the dispute to the Board, the decision of which
18 shall be final and binding on all owners.

19 ARTICLE IX

20 REPAIR AND MAINTENANCE

21 Section 1. BY OWNER. Each owner of an apartment shall
22 maintain, repair, replace, and restore at his own expense all por-
23 tion of the apartment(s) he shall own, and such maintenance, repair,
24 replacement or restoration shall be subject to control and approval
25 of the Association. No owner shall remove, alter, injure, or
26 interfere with any shrubs, trees, grass or plantings placed upon
27 any property by Declarant or the Association without first obtain-
28 ing the written consent of the Association.

29 Section 2. BY THE ASSOCIATION. The Association shall
30 have full power and control and it shall be its duty to maintain,
31 repair and make necessary improvements thereon, and all private
32 roadways, streets, parking areas, walks and other means of ingress
33 and egress within the project. This shall include the exterior
34 portions of the apartments except glass surfaces, and the buildings

1 (except for the apartments); the land upon which the buildings are
2 located; the airspace above the buildings, all bearing walls,
3 columns, floors, roofs, slabs, foundations, external stairways,
4 storage spaces, balconies, lobbies, garage doors, front doors,
5 arcadia and/or sliding glass doors, all waste, water, sewer and
6 gas pipes, ducts, chutes, conduits, wires and all other utility
7 installations of the buildings, wherever located, except the out-
8 lets thereof when located within the apartments. The Association
9 is further empowered with the right and duty to periodically in-
10 spect all Common Areas in order that minimum standards of repair,
11 design, color and landscaping shall be maintained for beauty,
12 harmony and conservation within the entire project. The Board
13 shall be the sole judge as to the appropriate maintenance of the
14 Common Areas.

15 Section 3. GENERAL MAINTENANCE. In the event that the
16 Association determines that an improvement or the Common Areas
17 are in need of repair, restoration or painting, or that the land-
18 scaping is in need of installation, repair or restoration, the
19 Association shall undertake to remedy such condition and the cost
20 thereof shall be charged to the owners and shall be subject to
21 levy, enforcement and collection by the Association in accordance
22 with the assessment lien procedure provided for in this Declara-
23 tion. The Association shall have a limited right of entry in and
24 upon all all Common Areas as defined above and the exterior of all
25 apartments for the purpose of taking whatever correction action
26 may be deemed necessary or proper by the Association. Nothing in
27 this Article shall in any manner limit the right of the owner to
28 exclusive control over the interior of his apartment. Provided,
29 however, that an owner shall grant the right of entry therein to
30 the Association or any other person or other owner or owners, or
31 their authorized representatives, in case of any emergency orig-
32 inating in or threatening his apartment, whether the owner is
33 present or not, when so required to enter his apartment for the
34 purpose of performing installation, alterations or repairs to the

1 mechanical or electrical services, including water, sewer, and
2 other utility services, provided that reasonable requests for entry
3 are made and that such entry is at a time reasonably convenient
4 to the owner whose apartment is to be entered. In case of an
5 emergency, such right of entry shall be immediate without the
6 necessity for a request having to be made.

7 Section 4. REPAIR NECESSITATED BY OWNER. In the event
8 that the Association determines that the Common Areas are in need
9 of improvement, repair, restoration or painting, or that the land-
10 scaping is in need of installation, repair or restoration which
11 has been caused by an owner, or any person designated by the owner,
12 then the Association shall give written notice to the owner of the
13 conditions complained. Unless the Board has approved in writing
14 corrective plans proposed by the owner to remedy the condition
15 complained of within such reasonable period of time as may be
16 determined by the Board after said written notice is first given,
17 and such corrective work so approved is completed thereafter with-
18 in the time allotted by the Board, the Association shall undertake
19 to remedy such condition or violation complained of. The cost
20 thereof shall be deemed to be an assessment to such owner and his
21 living unit or apartment and subject to levy, enforcement and
22 collection provided for in the Articles or Bylaws. The Association
23 shall have the same right of ontry in and upon all Common Areas
24 and as apartment as defined.

25 The Board shall have the sole right to determine whether
26 any such costs expended by the Association were related to General
27 Maintenance or were repairs necessitated by an owner, and the
28 determination of same shall be binding and final as to an owner.

29 ARTICLES X

30 EASEMENTS

31 Section 1. BLANKET EASEMENT FOR UTILITIES. There is
32 hereby created a blanket easement upon, across, over and under the
33 common areas for ingress, egress, installation, replacing, repair-
34 ing and maintaining all utility and service lines and systems,

1 including, but not limited to water, sewers, gas, telephones,
2 electricity, television cable or communication lines and systems,
3 etc. By virtue of this easement, it shall be expressly permissible
4 for the providing utility or service company or the Association or
5 their agent to install and maintain facilities and equipment on
6 said property and to affix and maintain wires, circuits and con-
7 ducts on, in and under the roofs, and exterior walls of any build-
8 ing. Notwithstanding anything to the contrary contained in this
9 paragraph, no sewers, electrical lines, water lines, or other
10 utilities or service lines may be installed or relocated on said
11 property except as initially designed and installed or thereafter
12 approved by Declarant or the Board. This easement shall in no
13 way affect any other recorded easements on said property. This
14 easement shall be limited to improvements as originally constructed.
15 There shall be an access easement to all buildings for the delivery
16 and collection of the United States mail.

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

26 ARTICLE XI

27 USE RESTRICTIONS

28 Section 1. SINGLE-FAMILY RESIDENTIAL USE. An apartment
29 shall be used, improved, and devoted exclusively to single-family
30 residential use. No occupation, profession, trade or other non-
31 residential use shall be conducted on any such property without
32 the approval of the Board of Directors of the Association. Nothing
33 herein shall be deemed to prevent the lease of an apartment to a
34 single-family from time to time by the owner thereof, subject to

1 all of the provisions of this Declaration. The Board of Directors
2 of the Association shall have the right to determine the minimum
3 age, if any, of any permanent resident and the maximum number of
4 occupants of any apartment.

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

26 Section 3. ANTENNAS. No antenna or other device for
27 the transmission or reception of television or radio signals or
28 any other form of electromagnetic radiation shall be erected, used
29 or maintained outdoors on any property whether attached to a
30 building or structure or otherwise, unless approved by the Board.

31 Section 4. UTILITY SERVICE. No lines, wire or other
32 devices for the communication or transmission of electric current
33 or power, including telephone, television and radio signals, shall
34 be erected, placed or maintained anywhere in or upon any property

1 unless the same shall be contained in conduits or cables installed
2 and maintained underground or concealed in, under or on buildings
3 or other structures approved by the Board. No provision hereof
4 shall be deemed to forbid the erection of temporary power or tele-
5 phone structures incidental to the construction of buildings or
6 structures approved by the Board.

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

10 Section 6. TRAILERS AND MOTOR VEHICLES. Except with
11 approval of the Board, no mobile home, trailer of any kind, truck
12 camper, or permanent tent or similar structure shall be kept,
13 placed, maintained, constructed, reconstructed, or repaired, nor
14 shall any motor vehicle be constructed, reconstructed or repaired,
15 upon any property or street (public or private) in such a manner
16 as will be visible from neighboring property. No boat, trailer,
17 recreational vehicle, camper, truck, motorcycle, motorbike, scooter,
18 or other similar motor vehicles which does not fit within the
19 owned carport shall be parked or stored on any private drive or in
20 any part of the property. The provisions of this paragraph shall
21 not apply to emergency vehicle repairs or temporary construction
22 shelters or facilities maintained during, and used exclusively in
23 connection with, the construction of any improvement approved by
24 the Board.

25 Section 7. TRASH CONTAINERS AND COLLECTION. No gar-
26 bage or trash shall be placed or kept on any property except in
27 covered containers of a type, size and style which are approved
28 by the Board. In no event shall such containers be maintained so
29 as to be visible from neighboring property except to make the same
30 available for collection, and then only the shortest time reason-
31 able necessary to effect such collection.

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

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

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

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

10 (c) During the time of construction of any build-
11 ing or other improvement, job identification signs.

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

14 Section 10. DECLARANT'S EXEMPTION. Nothing contained
15 in this Declaration shall be construed to prevent the erection
16 or maintenance by Declarant or its duly authorized agents, of
17 structures, improvements, or signs necessary or convenient to
18 Declarant's sale, operation or other disposition of property.

19 Section 11. NUISANCES. No nuisance shall be permitted
20 to exist or operation upon any property so as to be offensive or
21 detrimental to any other property in the vicinity thereof or to
22 its occupants. No rubbish or debris of any kind shall be placed
23 or permitted to accumulate upon or adjacent to property and no
24 odors shall be permitted to arise therefrom, so as to render any
25 such property or any portion thereof unsanitary, unsightly, offen-
26 sive or detrimental to any other property in the vicinity thereof
27 or to its occupants. No exterior speakers, horns, whistles, bells,
28 or other sound devices, except security devices used exclusively
29 for security purposes, shall be located, used or placed on any
30 such property. The Board in its sole discretion shall have the
31 right to determine the existence of any nuisance.

32 Section 12. RENTING. The respective units shall not
33 be rented by the owners thereof for transient or hotel purposes,
34 which shall be defined as (a) rental for any period less than

1 thirty (30) days; or (b) any rental if the occupants of the unit
2 are provided customary hotel service such as room service for food
3 and beverage, maid service, furnishing laundry and linen, and bell
4 boy service. Other than the foregoing obligations, the owners of
5 the respective apartments shall have the absolute right to lease
6 same in accordance with the terms herein contained, provided that
7 said lease is made subject to the covenants and restrictions con-
8 tained in this Declaration and further subject to the Bylaws, and
9 Association rules. Each owner shall be responsible for compliance
10 by said owner's agent, tenant, guest, invitee, lessee, licensee,
11 their respective servants and employees to the provisions of said
12 Declaration, Bylaws and Association rules. The owner's failure to
13 so ensure compliance by such persons shall be grounds for the same
14 action available to the Board by reason of said owner's own
15 noncompliance.

16 ARTICLE XII

17 GENERAL PROVISIONS

18 Section 1. ENFORCEMENT. The Association, or any owner,
19 shall have the right to enforce, by any proceeding at law or in
20 equity, all restrictions, conditions, covenants, reservations,
21 liens and charges now or hereafter imposed by the provisions of
22 this Declaration. Failure by the Association or by any owner to
23 enforce any covenant or restriction herein contained shall in no
24 event be deemed a waiver of the right to do so thereafter.

25 Section 2. SEVERABILITY. Invalidation of any one of
26 these covenants or restrictions by judgment or court order shall
27 in no way affect any other provisions which shall remain in full
28 force and effect.

29 Section 3. AMENDMENT. The covenants and restrictions
30 of this Declaration shall run with and bind the apartments and
31 common areas, for a term of twenty (20) years from the date this
32 Declaration is recorded, after which time they shall be auto-
33 matically extended for a successive period of ten (10) years.
34 This Declaration may be amended during the first twenty (20) year

1 period by an instrument signed by not less than seventy (70%) per-
2 cent of the apartment owners, and thereafter by an instrument
3 signed by not less than a majority of the apartment owners. Any
4 amendment must be recorded.

5 Section 4. VIOLATION OF LAW. Any violation of any
6 state, municipal or local law, ordinance or regulation, pertain-
7 ing to the ownership, occupation or use of any property is hereby
8 declared to be a violation of this Declaration and subject to any
9 or all of the enforcement procedures set forth herein.

10 Section 5. INSURANCE. The Board, or its duly author-
11 ized agent, shall have the authority to and shall obtain insurance
12 for all the Common Areas, except contents of individual apartments,
13 against loss or damage by fire or other hazards in an amount suf-
14 ficient to cover the full replacement costs of any repair or
15 reconstruction work in the event of damage or destruction from all
16 reasonable hazards. The Board, or its duly authorized agent,
17 shall also obtain a broad form public liability policy covering
18 all Common Areas, and all damage or injury caused by the negligence
19 of the Association or any of its agents. Said insurance may in-
20 clude coverage against vandalism. All such insurance coverage
21 obtained by the Board shall be written in the name of the Associa-
22 tion as Trustee for each of the owners. Insurance on individual
23 apartments will be written in the name of the individual owners
24 as their interest may appear. In addition to the aforesaid insur-
25 ance required to be carried by the Association, any owner may, if
26 he wishes, at his own expense, carry any and all other insurance
27 he deems advisable. It shall be the individual responsibility of
28 each owner at his own expense to provide, as he sees fit, personal
29 liability insurance, theft and other insurance covering personal
30 property damage and loss.

31 Section 6. ASSOCIATION RULES. By a majority vote of
32 the Board, the Association may, from time to time, and subject to
33 the provisions of this Declaration, adopt, amend and repeal rules
34 and regulations to be known as the "Association Rules". The

1 Association rules may restrict and govern the use of any area by
2 any owner, by the family of such owner, or by an invitee, licensee
3 or lessee of such owner; provided, however, that the Association
4 rules may not discriminate among owners and shall not be incon-
5 sistent with this Declaration, the Articles or Bylaws. A copy of
6 the Association rules as they may from time to time be adopted,
7 amended or repealed, shall be mailed or otherwise delivered to
8 each owner and may be recorded. Upon such adoption, said rules
9 shall have the same force and effect as if they were set forth in
10 and were a part of the Declaration.

11 Section 7. AD VALOREM TAXATION. Each apartment and
12 living unit shall be assessed separately for all taxes or other
13 charges of or imposed by the State of Arizona, political sub-
14 divisions, or other taxing or assessing authority. For purposes
15 of such assessment, the valuation of the Common Areas shall be
16 apportioned among the owners based upon the fractional interest
17 assigned to each of them by the provisions of Article II, Section
18 2, hereof. The Board shall furnish to the County Assessor or other
19 responsible official of any such taxing or assessing authority all
20 necessary information with respect to the apportionment of such
21 assessments, and shall request that each apartment be carried on
22 the tax records as a separate and distinct parcel of property. No
23 forfeiture or sale of any apartment for delinquent taxes, assess-
24 ments or other governmental charges shall divest or in any way
25 affect the title to any other apartment.

26 Section 8. INTERPRETATION. The provisions of this
27 Declaration shall be liberally construed to effectuate its purpose
28 of creating a uniform plan for the use of the property as a resi-
29 dential community and for the maintenance of the Common Areas.
30 The article and second headings have been inserted for convenience
31 only, and shall not be considered or referred to in resolving
32 questions or interpreting or in construction.

33 Section 9. EMERGENCY VEHICLES AND PERSONNEL. Emergency
34 vehicles and/or personnel have the right to access to all Common

1 Areas herein described when on the premises in response to an
2 emergency or in the abatement of a public nuisance.

3 Section 10. RESTRICTION ON FURTHER SUBDIVISION. No
4 apartment within the property shall be further subdivided or
5 separated into smaller apartments by an owner, and no portion less
6 than all of any such apartment nor any easement or other interest
7 therein, shall be conveyed or transferred by any owner without
8 the prior written approval of the Board. Only the entire apart-
9 ment, together with the improvements thereon, may be rented, and
10 then only to a single family and subject to provisions of this
11 Declaration.

12 IN WITNESS WHEREOF, J.B. BROWN and LAVONNE A. BROWN,
13 his wife, have executed this Declaration this 7th day of
14 DECEMBER, 1982.

15
16 J.B. Brown
17 J.B. Brown, Declarant
18 LaVonne A. Brown
19 LaVonne A. Brown, Declarant

20 STATE OF ARIZONA)
21) ss:
22 County of)

23 Before me, this 7th day of December, 1982,
24 personally appeared J.B. BROWN and LAVONNE BROWN, who acknowledged
25 themselves to be the persons whose names are subscribed to the
26 within instrument and acknowledged that they executed same for
27 the purposes therein expressed.

28 Joseph Hamman
29 Notary Public
30 My commission expires:
31 Sept 1 1984
32
33
34

FORSTER JACOB
KINGMAN 215 2200
1915 WASHINGTON & W
BATE 4
LAW OFFICE 215 2200



FEE# 2012043065

OFFICIAL RECORDS
OF MOHAVE COUNTY
CAROL MEIER,
COUNTY RECORDER



08/16/2012 04:00 PM Fee: \$10.00

PAGE: 1 of 2

When Recorded

Return to:

ARIZONA TURQUOISE PROPERTIES

2152 McCulloch Blvd suite B

Lake Havasu City, AZ 86403

Page # 1

**COVENANTS, CONDITIONS, RESTRICTIONS AND BY LAWS
AMENDMENT
ASSOCIATION RULES AND REGULATIONS**

VILLA DEL LAGO CONDOMINIUM ASSOCIATION

2301 McCulloch Blvd

Lake Havasu, City AZ 86403

VILLA DEL LAGO CONDOMINIUM (Association) is governed by the Covenants, Conditions, Restrictions and By Laws, recorded at Recording Number 83-8249 in book 909 page 784 - 868 on March 11th 1983, records of Mohave County, Arizona.

The Association by and through its owners, hereby amends the Declaration as follows:

Article VI Section 6. Covenant for Maintenance Assessments.

Line # 24 Proxies to be removed

Article XI Section 2. Animals

To be added: Domestic pet ownership is limited to unit owners only.

(Working Dogs Excluded) The maximum weight of a dog or cat is restricted to 20lbs.

Section 9. Signs

To be added as paragraph E. Per ARS.33-1261 paragraph C.

Notwithstanding any provision in the condominium documents,

An association shall not prohibit or charge a fee for the use of, the placement of or the indoor or outdoor display of a for sale, for rent or for lease sign and a sign rider by a unit owner ON THAT OWNER'S PROPERTY in any combination, including a sign that indicates the unit owner is offering the property for sale by owner. The size of a sign offering a property for sale, for rent or for lease shall be in conformance with the industry standard size sign, which shall not exceed eighteen by twenty-four inches, and the industry standard sign rider, which shall not exceed six by twenty four inches. This applies only to a commercially produced sign and an association may prohibit the use of signs that are not commercially produced.

Article XII Section 3. Amendment

As amended per 70% of apartment owners for a successive period of ten years.

The President of the Association hereby certifies that the above amendment has been adopted by the required percentage of the Owners.

DATED this 15 day of August, 2012

STATE OF ARIZONA

VILLA DEL LAGO
CONDOMINIUM ASSOCIATION

COUNTY OF MOHAVE

By: [Signature]
ARMANDO A. CONTLA
Its: President



On this 15 day of August 2012, before me personally appeared Armando A. Contla whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document.

Notary Seal

Notary Public

[Signature]