

State Title  
Folder

INDEXED MISCELLANEOUS

Vol. #

83-44230

RECORDED

Recorded in Official Records  
of Mohave County, Arizona

NOV 22 '83 - 3 30 PM  
Joan McCall, Recorder

DECLARATION OF HORIZONTAL PROPERTY REGIME 1 of 25

TOGETHER WITH

COVENANTS, CONDITIONS, AND RESTRICTIONS



This Declaration, made this 18th day of November,  
1983, by EUGENE E. NIICHEL and MARY JOAN NIICHEL,  
hereinafter referred to as "Declarant":

WITNESSETH:

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

EL CONDO, according to the plat of record in  
the Office of the County Recorder of Mohave  
County, Arizona, recorded NOV 22 '83 - 2 15 PM,  
198\_, as Fee No. 83-44209.

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

WHEREAS, EUGENE E. and MARY JOAN NIICHEL will create a  
nonprofit corporation, the members of which shall be the respective  
owners of the common facilities, for the purpose of maintaining  
and administering the covenants, conditions and restrictions  
hereinafter set forth to insure the overall interest hereof.

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

#### ARTICLE I

#### DEFINITIONS

Section 1. The following words when used in this

HARVEY R. JACKSON  
ATTORNEY AT LAW  
1915 MCCULLOCH BLVD  
SUITE A  
LANE HAVASU CITY, AZ 86403

BOOK 978 PAGE 447

1 Declaration or any Supplemental Declaration (unless the context  
2 shall prohibit) shall have the following meanings:

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

6 (i) The lower horizontal boundary for units Nos.  
7 A1, A2, A3, A4, A5, A6, A7, A8, A9, A10, A11, A12, A13, A14, A15,  
8 A16, A17, A18, A19, A20, A21, A22, A23, A24, and A25 is the surface  
9 of the ground floor thereof. The lower horizontal boundary for  
10 units Nos. B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13,  
11 B14, B15, B16, B17, B18, B19, B20, B21, B22, B23, B24, and B25 is  
12 the upper surface of the wooden floor thereof. The lower horizon-  
13 tal boundary for the balcony areas of all units is the upper sur-  
14 face of the wooden floor thereof or the concrete patio slab there-  
15 of, if applicable.

16 (ii) The upper horizontal boundary is a horizontal  
17 plane, the elevation of which coincides with the elevation of the  
18 surface of the finished ceiling or ceilings thereof, and in the  
19 case of patio areas, or balcony areas, is the horizontal plane  
20 which is the extension of the elevation of any surface of the  
21 finished ceiling or ceilings thereof.

22 (iii) The lateral boundaries are the interior sur-  
23 faces of the perimeter walls, windows and doors thereof and verti-  
24 cal planes coincidental with the interior surfaces of the peri-  
25 meter walls thereof, and in the case of patio or balcony areas,  
26 the lateral boundaries are the vertical planes coincidental with  
27 the perimeters of the wooden floors thereof or concrete patio  
28 slabs thereof and further coincidental with the exterior surfaces  
29 of the perimeter walls, windows and doors thereof.

30 (iv) Each Apartment includes the surfaces so  
31 described, and the portions of the building and improvements lying  
32 within said boundaries. Each such Apartment shall also include  
33 the heating and air conditioning unit or units, ranges, garbage  
34 disposal units, and other household appliances lying within said



1 boundaries and/or appurtenant areas.

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

4 (vi) Each Apartment shall include airspace denominated  
5 as parking, and the airspace for each parking space shall consist  
6 of airspace for which the upper horizontal boundary is the surface  
7 of the ceiling thereof, and the lower horizontal boundary is the  
8 surface of the concrete floor thereof, and the lateral boundaries  
9 of which are the vertical planes coincidental with the perimeters  
10 of the concrete floor for each parking space.

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

28 (b) "Association" shall mean and refer to EL CONDO,  
29 INC., an Arizona nonprofit corporation, or such other nonprofit  
30 corporation as Declarant may form, or such corporation's succes-  
31 sors and assigns, formed as an entity through which the owners may  
32 act, in accordance with the Arizona Revised Statutes, Sections  
33 33-551.1 to 33.561 (1962).

34 (c) "The Properties" shall mean and refer to all such

1 existing properties as are subject to this Declaration.  
2 (d) "Member" shall mean any person, corporation, partner-  
3 ship, joint venture or other legal entity who is an owner provided  
4 for herein.  
5 (e) "Owner(s)" shall mean and refer to the record  
6 owner, whether one or more persons or entities, of equitable or  
7 beneficial title (or legal title if same has merged) of any  
8 Apartment. "Owner" shall include the purchaser under an executory  
9 contract for the sale of the real property. The foregoing does  
10 not include persons or entities who hold an interest in any Apart-  
11 ment merely as security for the performance of an obligation.  
12 Except as stated otherwise herein, "Owner" shall not include a  
13 lessee or tenant of an Apartment. For the purposes of Article VI  
14 only, unless the context otherwise required, "Owner" shall also  
15 include the family, invitees, licensees, and lessees of any Owner,  
16 together with any other person or parties holding any possessing  
17 interest granted by such owner of any Apartment.  
18 (f) "Board" shall mean the Board of Directors of the  
19 Association.  
20 (g) "Bylaws" shall mean the Bylaws of the Association  
21 as such Bylaws may be amended from time to time.  
22 (h) "Declarant" shall mean  
23 including their successors and assigns.  
24 (i) "Declaration" shall mean this entire document, as  
25 same may from time to time be amended.  
26 (j) "Common Area" sometimes referred to as "Common  
27 Facilities", shall mean the entire properties except Apartment  
28 as defined in (a) above.  
29 (k) "Unoccupied" with reference to any Apartment or  
30 Apartments shall mean any Apartment that has been constructed but  
31 not yet conveyed by Declarant.  
32 (l) "Common Wall" shall mean the wall or walls which  
33 shall separate contiguous Apartments.  
34 ///



1 ARTICLE II

2 DECLARATION OF HORIZONTAL PROPERTY REGIME

3 Section 1. PROPERTY SUBJECT TO THIS DECLARATION:

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

8 (a) LOT 16, LOT 17, BLOCK 1, TRACT 2304, Lake  
Havasupai City, Arizona

9 (b) EL CONDO, a plat of record recorded  
10 as Fee No. \_\_\_\_\_,  
11 in the Office of the Recorder of Mohave  
County, Arizona

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

17 Section 3. DESCRIPTION OF PROJECT.

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

21 (b) DESCRIPTION OF THE SPACE OF THE BUILDING. Two (2)  
22 buildings, with one (1) building of sixteen (16) units and one (1)  
23 building of thirty-four (34) units, together with one (1) garage  
24 space per Apartment.

25 (c) DESCRIPTION OF THE SPACE OF APARTMENT. The Hori-  
26 zontal Property Regime shall be composed of FIFTY (50) Apartments  
27 together with one (1) garage space per Apartment together with  
28 one (1) balcony or patio space per Apartment.

29 Each Apartment shall be identified numerically as A1  
30 through A25 and B1 through B25 as shown on the recorded plat.  
31 The cubic content space of each Apartment and adjacent complements  
32 so designated and subject to individual ownership and exclusive  
33 control is as more fully set forth and described in the aforesaid  
34 recorded plat.

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

23 (e) FRACTIONAL INTEREST. Each Apartment shall bear an  
24 undivided 1/50 fractional interest in the entire Horizontal  
25 Property Regime.

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

30 Bench Mark elevation - 586.60 feet

31 Bench Mark "X" stamped in fire hydrant across  
32 from Lot 18, 19, Block 1, Tract 2304

33 ///

34 ///



1 ARTICLE III

2 HOMEOWNERS ASSOCIATION

3 Section 1. It is recognized that at the date hereof  
4 construction of all the common elements and the proposed dwelling  
5 units contemplated by the recorded subdivision map referred to in  
6 Article II above, have not been completed, and that the Home-  
7 owners Association envisioned herein is not operative. In order  
8 that said Apartments be constructed and sold, the said Common Areas  
9 be installed and protected, and that the said Association becomes  
10 stabilized and operational in the support and promotion of the  
11 objectives of this Declaration, Declarant hereby reserves unto  
12 themselves, at their option, the sole and exclusive right to  
13 manage the affairs of the Homeowners Association. Declarant shall  
14 have the sole and exclusive right to make contracts or agreements  
15 on behalf of the Association for maintenance of Common Areas and  
16 operation of the Association, and do all things as authorized by  
17 this Declaration.

18 Section 2. EL CONDO, INC., a nonprofit corporation  
19 organized under and by virtue of the laws of the State of Arizona  
20 governing nonprofit corporations shall accept responsibility for  
21 and provide such necessary and appropriate action for the proper  
22 maintenance, repair, replacement, operation, managements, beauti-  
23 fication and improvement of that certain property and improvements  
24 to be used in common by and for the benefit of the owners of  
25 apartments constructed on said properties.

26 Section 3. Until such time as Thirty-eight (38) of the  
27 Apartments in the above-described properties have been conveyed  
28 to the purchasers thereof, all right, discretion, power and  
29 authority herein granted to said Homeowners Association, including  
30 the right to collect assessments (excepting reserves for replace-  
31 ment) shall, at the option of Declarant remain with Declarant  
32 directly or through said Homeowners' Association. Capital  
33 improvements or additions to the general common elements may be  
34 achieved by an affirmative vote said improvements and/or additions

1 will be installed by Declarant.

2 Declarant shall prorate such costs to each owner and  
3 collect such costs as if it were an assessment as provided for  
4 herein. Upon sale of not less than Thirty-eight (38) of said  
5 Apartments, or unless earlier required by Declarant, all such  
6 rights, discretion, power and authority shall be assumed by the  
7 Apartment owners who are then members of the Homeowners Association  
8 through their Officers and Directors who shall be duly elected at  
9 such time.

10 Section 4. Until such time as Thirty-eight (38) of the  
11 Apartments have been conveyed or transferred from Declarant to the  
12 purchasers thereof, Declarant shall not be liable for any assess-  
13 ment referred to herein for any unoccupied apartments. In lieu of  
14 payment of such assessment, Declarant shall assume responsibility  
15 for month-to-month maintenance, repair and management of Common  
16 Elements adjacent to any unoccupied apartments until such time  
17 control of the Association is assumed by the owners of occupied  
18 Apartments. For purposes of this paragraph assumption of control  
19 of the Association is defined as having passed conclusively to the  
20 owners collectively upon completion of the following requirements:

21 (a) Declarant shall notify the owner of each occupied  
22 Apartment that Declarants have relinquished control of the Home-  
23 owners Association effective Thirty (30) days after date of notice.

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

27 There shall be no outstanding or accrued debts against  
28 the Association at the time of assumption of control by the owners.  
29 Beginning with the date of control of the Association by the  
30 owners, Declarant, or their successors shall at no time be respon-  
31 sible for any assessment against Apartments or land not available  
32 for habitation or available for habitation but unsold.

33 ///

34 ///

HARVEY R. JACKSON  
ATTORNEY AT LAW  
1915 MCCULLOUGH BLVD  
SUITE A  
LAKE HAVASU CITY, AZ 86403



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 with the title to every Apartment subject to the following provisions:

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

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

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

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

(e) The Association shall have the right to limit the number of guests of members;

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

(g) The Association shall have the right in accordance with its Articles and Bylaws to borrow money for the purpose of

1 improving the Common Area and facilities thereon.

2       Section 2. DELEGATION OF USE. Any Owner may delegate,  
3 in accordance with this Declaration, his right of enjoyment to the  
4 Common Areas and facilities to the members of his family, his  
5 tenants, or to a reasonable number of his guests or invitees, said  
6 number shall be as determined from time to time by the Board of  
7 Directors of the Association.

8                               ARTICLE V

9                               MEMBERSHIP AND VOTING RIGHTS

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

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

33       ///

34       ///



1 ARTICLE VI

2 COVENANT FOR MAINTENANCE ASSESSMENTS

3 Section 1. PERSONAL OBLIGATION OF ASSESSMENTS. Each

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

21 Section 2. PURPOSE OF ASSESSMENTS. The assessments

22 levied by the Association shall be used to promote the recreation,  
23 health, safety, and welfare of all Owners, for the improvements  
24 and maintenance of the Common Areas, and for all purposes set  
25 forth in the Articles, including but not limited to, management  
26 fees, insurance premiums unless otherwise provided for, expenses  
27 for maintenance, repairs and replacements of Common Areas or  
28 portions thereof, reserved for contingencies, taxes, charges for  
29 water and other utilities for the Common Areas.

30 (a) By appropriate action, the Association may establish  
31 and maintain a reserve fund for replacements by the allocations  
32 and payment monthly to such reserve fund an amount to be designated  
33 from time to time by the Board of Directors. Such fund shall be  
34 depository, and may be in the form of cash deposit or invested in

1 obligations of, or fully guaranteed as to principal by the United  
2 States of America. The reserve fund is for the purpose of effect-  
3 ing replacement or repair because of damage, depreciation or  
4 obsolescence to the Common Area elements.

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

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

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

30 Section 6. SPECIAL ASSESSMENT FOR TRANSFER OF  
31 APARTMENTS. In addition to the assessments authorized above, the  
32 Association shall levy a special assessment of FIFTY DOLLARS (\$50)  
33 assessable upon the transfer of ownership of any unit, other than  
34 a transfer from the Declarant to an owner. Said assessment shall



1 be due and payable immediately upon the conveyance of the unit  
2 from an owner to a new owner, and may be paid out of any escrow  
3 set up to accomplish such transfer. Said assessment shall be due  
4 and owing whether or not such a transfer is accomplished through  
5 an escrow.

6 Section 7. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED  
7 UNDER SECTION 5. Written notice of any meeting called for the  
8 purpose of taking any action authorized under Section 5 shall be  
9 sent to all members at the last known mailing address not less  
10 than Thirty (30) days nor more than Sixty (60) days in advance of  
11 the meeting. At the first such meeting called, the presence of  
12 members or of proxies entitled to cast Sixty percent (60%) of all  
13 the votes of the membership shall constitute a quorum. If the  
14 required quorum is not present, another meeting may be called  
15 subject to the same notice requirement, and the required quorum at  
16 the subsequent meeting shall be One-half ( $\frac{1}{2}$ ) of the required quorum  
17 at the preceding meeting. No such subsequent meeting shall be  
18 held more than Sixty (60) days following the preceding meeting.

19 Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS.  
20 REMEDIES OF THE ASSOCIATION. Any assessment not paid within  
21 Thirty (30) days after the due date shall bear interest from the  
22 due date at the rate of Nine and One-half (9 $\frac{1}{2}$ %) percent per annum,  
23 simple interest. The Association may bring an action of law  
24 against the Owner personally obligated to pay the same, or fore-  
25 close the lien against the property. No Owner may waive or other-  
26 wise escape liability for the assessments provided for herein by  
27 non-use of the Common Area or abandonment of his Apartment.

28 Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES.  
29 The lien of the assessments provided for herein shall be subordinate  
30 to the lien of any first mortgage. Sales or transfer of any  
31 Apartment shall not affect the assessment lien. However, the sale  
32 or transfer of any Apartment pursuant to mortgage foreclosure or  
33 any proceeding in lieu thereof, shall extinguish the lien of such  
34 assessment as to payments which became due prior to such sale or

1 transfer. No sale or transfer shall relieve such Apartment from  
2 liability for any assessments thereafter becoming due or from the  
3 lien thereof.

4 ARTICLE VII

5 ARCHITECTURAL CONTROL

6 Section 1. ARCHITECTURAL APPROVAL. No building, fence,  
7 wall or other structure shall be commenced, erected or maintained  
8 upon the Properties, nor shall any exterior addition to or change  
9 or alteration therein be made until the plans and specifications  
10 showing the nature, kind, shape, heights, materials, and location  
11 of the same shall have been submitted to and approved in writing  
12 by the Board of Directors of the Association.

13 ARTICLE VIII

14 COMMON WALLS

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

17 (a) The Owners of contiguous Apartments who have a  
18 Common Wall or Walls shall both equally have the right to use such  
19 wall or walls provided that such use by one Owner does not inter-  
20 fere with the use and enjoyment of same by the other Owner.

21 (b) In the event that any Common Wall or Walls are  
22 damaged or destroyed through the act of an Owner or any of his  
23 agents or guests or members of his family (whether or not such  
24 act is negligent or otherwise culpable), it shall be the obligation  
25 of such Owner to rebuild and repair the Common Wall or walls with-  
26 out cost to the other adjoining Owner or Owners.

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

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



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

6 ARTICLE IX

7 REPAIR AND MAINTENANCE

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

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

1 of the Common Areas.

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

28           Section 4. REPAIR NECESSITATED BY OWNER. In the event  
29 that the Association determines that the Common Areas are in need  
30 of improvement, repair, restoration or painting, or that the land-  
31 scaping is in need of installation, repair or restoration which  
32 has been caused by an Owner, or any person designated by the Owner,  
33 then the Association shall give written notice to the Owner of  
34 the conditions complained of within such reasonable period of time.

HARVEY R. JACKSON  
ATTORNEY AT LAW  
1915 McCULLOCH BLVD  
SUITE A  
LAKE HAVASU CITY, AZ 86403

-16-

BOOK 978 PAGE 462

Article 9  
Sections 3 & 4



1 Unless the Board has approved in writing corrective plans proposed  
2 by the Owner to remedy the condition complained of within such  
3 reasonable period of time as may be determined by the Board after  
4 said written notice is first given, and such corrective work so  
5 approved is completed thereafter within the time allotted by the  
6 Board, the Association shall undertake to remedy such condition  
7 or violation complained of. The cost thereof shall be deemed to  
8 be an assessment to such Owner and his living unit or Apartment  
9 and subject to levy, enforcement and collection provided for in  
10 the Articles or Bylaws. The Association shall have the same right  
11 of entry in and upon all Common Areas and as Apartment as defined.

12 The Board shall have the sole right to determine whether  
13 any such costs expended by the Association were related to General  
14 Maintenance or were repairs necessitated by an Owner, and the  
15 determination of same shall be binding and final as to an Owner.

16 ARTICLE X

17 EASEMENTS

18 Section 1. BLANKET EASEMENT FOR UTILITIES. There is  
19 hereby created a blanket easement upon, across, over and under  
20 the Common Areas for ingress, egress, installation, replacing,  
21 repairing and maintaining all utility and service lines and  
22 systems, including, but not limited to water, sewers, gas, tele-  
23 phones, electricity, television cable or communication lines and  
24 systems, etc. By virtue of this easement, it shall be expressly  
25 permissible for the providing utility or service company or the  
26 Association or their agent to install and maintain facilities and  
27 equipment on said Property and to affix and maintain wires, cir-  
28 cuits and conduits on, in and under the roofs, and exterior walls  
29 of any building. Notwithstanding anything to the contrary con-  
30 tained in this paragraph, no sewers, electrical lines, water lines,  
31 or other utilities or service lines may be installed or relocated  
32 on said Property except as initially designed and installed or  
33 thereafter approved by Declarant or the Board. This easement shall  
34 in no way affect any other recorded easements on said Property.

1 This easement shall be limited to improvements as originally  
2 constructed. There shall be an access easement to all buildings  
3 for the delivery and collection of the United States mail.

4 Section 2. ENCROACHMENT. Each Apartment shall be sub-  
5 ject to an easement for encroachments created by construction,  
6 settling and overhangs, as designed or constructed. A valid  
7 easement for said encroachments and for the maintenance of same,  
8 so long as it stands, shall and does exist. In the event a  
9 building is partially or totally destroyed, and then rebuilt, the  
10 Owners agree that minor encroachments on parts of the adjacent  
11 residence due to construction shall be permitted and that a valid  
12 easement for said encroachment and the maintenance thereof shall  
13 exist.

#### 14 ARTICLE XI

#### 15 USE RESTRICTIONS

16 Section 1. SINGLE-FAMILY RESIDENTIAL USE. An Apartment  
17 shall be used, improved, and devoted exclusively to Single-Family  
18 Residential use. No occupation, profession, trade or other non-  
19 residential use shall be conducted on any such property without  
20 the approval of the Board of Directors of the Association. Nothing  
21 herein shall be deemed to prevent the lease of an Apartment to a  
22 single-family from time to time by the Owner thereof, subject to  
23 all of the provisions of this Declaration. The Board of Directors  
24 of the Association shall have the right to determine the minimum  
25 age, if any, of any permanent resident and the maximum number of  
26 occupants of any Apartment.

27 Section 2. ANIMALS. No animals, birds, fowl poultry,  
28 or livestock other than a reasonable number of domestic dogs,  
29 cats, fish and birds in cages shall be maintained in any Apartment  
30 and then only if they are kept therein solely as domestic pets  
31 and not for commercial purposes. No animal or bird shall be allowed  
32 to make an unreasonable amount of noise, or to become a nuisance.  
33 No structure for the care, housing, or confinement of any animal  
34 or bird shall be maintained so as to be visible from a neighboring



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

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

19 Section 4. UTILITY SERVICE. No lines, wire or other  
20 devices for the communication or transmission or electric current  
21 or power, including telephone, television and radio signals, shall  
22 be erected, placed or maintained anywhere in or upon any property  
23 unless the same shall be contained in conduits or cables installed  
24 and maintained underground or concealed in, under or on buildings  
25 or other structures approved by the Board. No provision hereof  
26 shall be deemed to forbid the erection of temporary power or  
27 telephone structures incidental to the construction of buildings  
28 or structures approved by the Board.

29 Section 5. TEMPORARY OCCUPANCY. No temporary buildings  
30 or structure of any kind shall be used at any time for a residence  
31 on any property.

32 Section 6. TRAILERS AND MOTOR VEHICLES. Except with  
33 approval of the Board, no mobile home, trailer of any kind, truck  
34 camper, or permanent tent or similar structure shall be kept,

1 placed, maintained, constructed, reconstructed, or repaired, nor  
2 shall any motor vehicle be constructed, reconstructed or repaired,  
3 upon any Property or street (public or private) in such a manner  
4 as will be visible from neighboring property. No boat, trailer,  
5 recreational vehicle, camper, truck, motorcycle, motorbike, scooter,  
6 or other similar motor vehicles which does not fit within the owned  
7 carport shall be parked or stored on any private drive or in any  
8 part of the property. The provisions of this paragraph shall not  
9 apply to emergency vehicle repairs or temporary construction  
10 shelters or facilities maintained during, and used exclusively in  
11 connection with, the construction of any improvement approved by  
12 the Board.

13 Section 7. TRASH CONTAINERS AND COLLECTION. No garbage  
14 or trash shall be placed or kept on any property except in covered  
15 containers of a type, size and style which are approved by the  
16 Board. In no event shall such containers be maintained so as to  
17 be visible from neighboring property except to make the same avail-  
18 able for collection, and then only the shortest time reasonable  
19 necessary to effect such collection.

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

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

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

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

31 (c) During the time of construction of any building or  
32 other improvement, job identification signs;

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



1           Section 10. DECLARANT'S EXEMPTION. Nothing contained  
2 in this Declaration shall be constructed to prevent the erection  
3 or maintenance by Declarant or its duly authorized agents, of  
4 structures, improvements, or signs necessary or convenient to  
5 Declarant sale, operation or other disposition of Property.

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

19           Section 12. RENTING. The respective units shall not  
20 be rented by the Owners thereof for transient or hotel purposes,  
21 which shall be defined as (a) rental for any period less than  
22 Thirty (30) days; or (b) any rental if the occupants of the unit  
23 are provided customary hotel service such as room service for food  
24 and beverage, maid service, furnishing laundry and linen, and bell-  
25 boy service. Other than the foregoing obligations, the Owners of  
26 the respective Apartments shall have the absolute right to lease  
27 same in accordance with the terms herein contained, provided that  
28 said lease is made subject to the covenants and restrictions con-  
29 tained in this Declaration and further subject to the Bylaws, and  
30 Association rules. Each Owner shall be reasonable for compliance  
31 by said Owner's agent, tenant, guest, invitee, lessee, licensee,  
32 their respective servants and employees to the provisions of said  
33 Declaration, Bylaws and Association rules. The Owner's failure to  
34 so ensure compliance by such persons shall be grounds for the same

HARVEY R. JACKSON  
ATTORNEY AT LAW  
1015 MCCULLOCH BLVD  
SUITE A  
LAKE HAVASU CITY, AZ 86403

Article 11  
Sections 11 & 12

1 action available to the Board by reason of said Owner's own  
2 non-compliance.

3 ARTICLE XII

4 GENERAL PROVISIONS

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

12 Section 2. SEVERABILITY. Invalidation of any one of  
13 these covenants or restrictions by judgment or court order shall  
14 in no way affect any other provisions which shall remain in full  
15 force and effect.

16 Section 3. AMENDMENT. The covenants and restrictions  
17 of this Declaration shall run with and bind the Apartments and  
18 Common Areas, for a term of Twenty (20) years from the date this  
19 Declaration is recorded, after which time they shall be automati-  
20 cally extended for a successive period of ten (10) years. This  
21 Declaration may be amended during the first twenty (20) year  
22 period by an instrument signed by not less than Seventy percent  
23 (70%) of the Apartment Owners, and thereafter by an instrument  
24 signed by not less than a majority of the Apartment Owners. Any  
25 amendment must be recorded.

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

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



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

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

32 Section 7. AD VALOREM TAXATION. Each Apartment and  
33 living unit shall be assessed separately for all taxes or other  
34 charges of or imposed by the State of Arizona, political

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

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

20 Section 9. EMERGENCY VEHICLES AND PERSONNEL. Emergency  
21 vehicles and/or personnel have the right to access to all Common  
22 Areas herein described when on the premises in response to an  
23 emergency or in the abatement of a public nuisance.

24 Section 10. RESTRICTION ON FURTHER SUBDIVISION. No  
25 Apartment within the property shall be further subdivided or  
26 separated into smaller Apartments by an Owner, and no portion less  
27 than all of any such Apartment nor any easement or other interest  
28 therein, shall be conveyed or transferred by any Owner without the  
29 prior written approval of the Board. Only the entire Apartment,  
30 together with the improvements thereon, may be rented, and then  
31 only to a single family and subject to provisions of this  
32 Declaration.

33 IN WITNESS WHEREOF, this Declaration has been executed  
34 at Lake Havasu City, Arizona, this 18th day of November, 1983.

HARVEY R. JACKSON  
ATTORNEY AT LAW  
1915 MCCULLOCH BLVD  
SUITE A  
LAKE HAVASU CITY, AZ 86403



Eugene E. Niichel  
Eugene E. Niichel

Mary Joan Niichel  
Mary Joan Niichel

STATE OF ARIZONA )  
County of Mohave ) ss:

Before me, this 18th day of November, 1983,  
personally appeared Eugene E. Niichel  
who acknowledged himself to be the person whose name is subscribed  
to the within instrument and acknowledged that he executed same  
for the purposes therein expressed.

Kathy Jan Lambert  
Notary Public

My commission expires:

1/23/84

STATE OF ARIZONA )  
County of Mohave ) ss:

Before me, this 18th day of November, 1983,  
personally appeared Mary Joan Niichel  
who acknowledged herself to be the person whose name is subscribed  
to the within instrument and acknowledged that he executed same  
for the purposes therein expressed.

Kathy Jan Lambert  
Notary Public

My commission expires:

1/23/84

MOHAVE REALTY, INC.  
PROPERTY MANAGEMENT DIV.  
411 So. Lake Havasu Ave.  
P.O. Box 2050  
Lake Havasu City, AZ 86405-2050

CORPORATE AUTHORIZATION RESOLUTION

HE I, Norman Omlie, do hereby certify that I am President of El Condo, Inc., a Corporation organized under the laws of the State of Arizona, and that the following is a true, complete and correct copy of resolutions adopted at a meeting of the Board of Directors of said Corporation duly and properly called and held on the 30th day of April, 1996; that a quorum was present at said meeting; that said resolutions are set forth in the minutes of said meeting and have not been rescinded or modified.

RESOLVED, that the Covenants, Conditions and Restrictions (CC&Rs) of El Condo, Inc. be amended in accordance with the attached consent form (Exhibit A) which has been duly signed and notarized by the owners of the following unit numbers, which represents 35 of the 50 condominiums, thus satisfying the required 70% approval needed to change the CC&Rs:

1910 Swanson Ave., Unit A-1	1910 Swanson Ave., Unit A-25
1910 Swanson Ave., Unit A-2	1910 Swanson Ave., Unit B-2
1910 Swanson Ave., Unit A-5	1910 Swanson Ave., Unit B-3
1910 Swanson Ave., Unit A-6	1910 Swanson Ave., Unit B-4
1910 Swanson Ave., Unit A-7	1910 Swanson Ave., Unit B-5
1910 Swanson Ave., Unit A-8	1910 Swanson Ave., Unit B-8
1910 Swanson Ave., Unit A-10	1910 Swanson Ave., Unit B-11
1910 Swanson Ave., Unit A-13	1910 Swanson Ave., Unit B-12
1910 Swanson Ave., Unit A-14	1910 Swanson Ave., Unit B-14
1910 Swanson Ave., Unit A-15	1910 Swanson Ave., Unit B-15
1910 Swanson Ave., Unit A-17	1910 Swanson Ave., Unit B-16
1910 Swanson Ave., Unit A-18	1910 Swanson Ave., Unit B-17
1910 Swanson Ave., Unit A-19	1910 Swanson Ave., Unit B-19
1910 Swanson Ave., Unit A-20	1910 Swanson Ave., Unit B-20
1910 Swanson Ave., Unit A-21	1910 Swanson Ave., Unit B-22
1910 Swanson Ave., Unit A-22	1910 Swanson Ave., Unit B-23
1910 Swanson Ave., Unit A-23	1910 Swanson Ave., Unit B-24
1910 Swanson Ave., Unit A-24	1910 Swanson Ave., Unit

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

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

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

In Witness Whereof, I have hereunto subscribed my name as the representative of this Corporation this 30th day of April, 1996.

Norman Omlie  
President - Norman Omlie

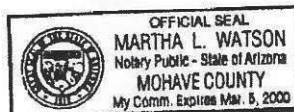
La Rae Curtis  
Secretary - LaRae Curtis

T. Van Duynhoven  
Vice Pres. - T. Van Duynhoven

Marion Chorzempa  
Treasurer - Marion Chorzempa

Martha L. Watson  
Attest by - Martha L. Watson

State of Arizona)  
County of Mohave)



9639240 BK 2763 PG 155  
OFFICIAL RECORDS OF MOHAVE COUNTY, AZ  
JOAN MC CALL, MOHAVE COUNTY RECORDER  
07/18/96 12:19P PAGE 1 OF 4  
MOHAVE REALTY  
RECORDING FEE 9.00



1           CONSENT TO AMENDMENT OF DECLARATION OF HORIZONTAL PROPERTY REGIME  
2                           TOGETHER WITH COVENANTS, CONDITIONS AND RESTRICTIONS  
3   OF EL CONDO, INC.

4           The undersigned, being a member of El Condo, Inc., being the  
5           owner of Apartment # \_\_\_\_\_ in the Horizontal Property Regime established  
6           by the recordation of a Declaration of Horizontal Property Regime together  
7           with Covenants, Conditions and Restrictions recorded in the offices of  
8           the Mohave County Recorder in Book 978 at Page 447 through Page 470,  
9           (hereinafter "the Declaration"), by their signature below, consents and  
10          agrees to the amendment of the above referenced Declaration as set forth  
11          hereinafter and also consents to the amendment to the By-Laws of El Condo,  
12          Inc. as set forth hereinafter.

13          Article XI, S2 (entitled "Animals") is hereby deleted in its entirety  
14          and replaced with the following:

15          Section 2. ANIMALS. No animals, birds, fowl, poultry,  
16          or livestock other than a reasonable number of domestic  
17          dogs, cats, fish, and birds in cages in any Apartment and  
18          then only if they are kept therein solely as domestic  
19          pets and not for commercial purposes. No animal or  
20          bird shall be allowed to make an unreasonable amount of  
21          noise nor to become a nuisance. No structure for the care,  
22          housing, or confinement of any animal or bird shall be  
23          maintained so as to be visible from a neighboring  
24          Apartment or street. Upon the written request of any  
25          owner, the Board shall conclusively determine, in its  
26          sole and absolute discretion, whether, for the purposes  
27          of this paragraph, a particular animal or bird is a  
28          generally recognized household pet, or a nuisance, or  
                whether the number of animals or birds on any such  
                property is reasonable. Any decision rendered by the  
                Board shall be enforceable as other restrictions  
                contained herein. The Board shall have the right to  
                prohibit maintenance of any animal or bird which  
                constitutes, in the opinion of the Board, a nuisance to  
                any other Owner. Dogs and other animals must be kept on  
                a leash when not confined in the Owner's Apartment. No  
                owner shall permit its dog or animal to create unsanitary  
                conditions anywhere on the common properties.

EXHIBIT A

1 Notwithstanding the foregoing, no tenant of any member in any  
2 Apartment may maintain any animals, birds, fowl, poultry, or  
3 livestock whatsoever on the subject premises. The Board may,  
4 but is not required to make exceptions to the prohibition against  
5 tenants of members maintaining pets on the premises. In order to  
6 obtain the consent of the Board to allow a tenant to maintain an  
7 animal on the premises, the tenant must make written application  
8 for permission to do so to the Board. Said consent must be  
9 accompanied by the written consent to allow the animal to be  
10 maintained on the premises in question by the Owner of the  
11 Apartment. The Board, upon receipt of a written application for  
12 permission of a tenant to maintain an animal in the premises  
13 that they occupy, may, but is not required, to consider allowing  
14 an animal to be maintained by a tenant on the subject premises.  
15 In the case that a written application for permission to maintain  
16 an animal in any Apartment is not responded to by the Board, then  
17 this shall be deemed a rejection of the request for permission.  
18 The tenant may only maintain an animal in any Apartment that the  
19 tenant occupies in the case that the Board affirmatively approves  
20 their application for permission to do so in writing. In the case  
21 that an applicant needs the animal which is the subject of the  
22 application due to disability, the Board shall take this circumstance  
23 into consideration when acting (or not acting) on the application.  
24 In any case where a tenant is given permission to maintain a pet in  
25 any Apartment, the right to continue to do so shall be governed by  
26 the same standards set forth above for any member maintaining an  
27 animal on their premises.

28 The undersigned also hereby consents to an amendment to the By-Laws  
of El Condo, Inc. as follows:

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



1 Keeping of domestic animals will be in accordance with the  
2 Declaration of Horizontal Property Regime together with  
3 Covenants, Conditions and Restrictions, as amended, and  
4 specifically Article XI, Section 2 thereof, and shall also  
5 be in accordance with the appropriate Municipal Sanitary  
6 Regulations.

7  
8 In all other respects, the Declaration and the By-Laws are  
9 ratified and confirmed in their entirety.

10 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

11 \_\_\_\_\_  
12 Member

13 STATE OF \_\_\_\_\_ )  
14 COUNTY OF \_\_\_\_\_ ) SS:  
15 SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of  
16 \_\_\_\_\_, 1996 by \_\_\_\_\_.

17 \_\_\_\_\_  
18 Notary Public

19 My Commission Expires: \_\_\_\_\_  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A