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WHEN RECORDED RETURN TO:

Havasu Riviera Community Association  
c/o Amy Telnes  
2563 N. Kiowa Blvd.  
Lake Havasu City, AZ 86403



**FEE# 2025012839**

OFFICIAL RECORDS  
OF MOHAVE COUNTY  
LYDIA DURST,  
COUNTY RECORDER



03/14/2025 04:17 PM Fee: \$30.00

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**FIRST AMENDMENT TO THE  
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HAVASU RIVIERA  
COMMUNITY, LAKE HAVASU CITY, MOHAVE COUNTY, ARIZONA**

This First Amendment to the First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Havasu Riviera Community, Lake Havasu City, Mohave County, Arizona ("First Amendment") is made as of this 12<sup>th</sup> day of March, 2025, by Havasu Riviera, L.L.C., an Arizona limited liability company (the "Declarant").

**RECITALS**

A. The First Amendment to the First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Havasu Riviera Community, Lake Havasu City, Mohave County, Arizona (the "Declaration") was recorded at Fee No. 2020008625 in the official records of the Mohave County Recorder.

B. Section 11.6(c) of the Declaration states: "During the Declarant Control Period, the Declarant may amend this Declaration without the consent or approval of any other Owner or other Person."

C. The Declarant hereby amends the Declaration as follows.

**AMENDMENT**

**NOW, THEREFORE**, the Declaration is amended as follows:

**1. The first paragraph of Section 3.6 is hereby amended and restated in its entirety as follows:**

3.6 Submittals to the Design Review Board. Any Owner or other Person desiring approval for the Construction or Modification of any Improvement which would alter the exterior appearance of his, her or its Lot, Tract or other portion of the Project, or any Improvements located thereon, shall first obtain the approval of the Design Review Board by submitting a written request for approval on a form promulgated by the Design Review Board, specifying, in detail, the nature and extent of the Construction or Modification which such Owner or other Person desires to perform, including any additional information, plans and specifications which the Design Review Board may reasonably request. In the event that the Design Review Board fails to approve or disapprove an application for approval within forty-five (45) days after the completed application,

and together with all supporting information, plans and specifications required by the Design Review Guidelines or reasonably requested by the Design Review Board, have been submitted to it, the application will be deemed not approved.

Section 3.6(a)-(g) remain the same and in full force and effect.

**2. The following is added to the end of Section 3.6:**

(h) All applications under this section for the initial construction or substantial remodel of a property shall be submitted by a person approved in writing by the Design Review Board as a qualified designer. The Design Review Board shall have the sole discretion to determine whether a remodel is significant enough to trigger this section and whether a person is a qualified designer. In making the decision of whether or not a person is a qualified designer, the Design Review Board may consider the following facts: (1) Licenses and other professional credentials; (2) Disciplinary action against an individual by a technical or professional organization; (3) Experience designing similar projects; (4) Experience with the Design Review Board on projects within the community; (5) Letters of recommendation from other qualified designers or design professionals working in the community; (6) Any pending litigation or complaints; (7) Support and/or complaints from owners in the community; (8) Any other information the Design Review Board deems relevant.

**3. Section 3.31 is hereby amended and restated in its entirety as follows:**

3.31 Tanks. No tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot or Tract. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit use or storage upon any Lot, or Tract of a propane tank, so long as any such tank is appropriately located, stored, used and/or screened, in accordance with the Design Review Board Rules or as otherwise approved by the Design Review Board, so as to be Screened From View.

**4. Section 3.39 is hereby added to the Declaration:**

3.39 Pickleball Courts, Tennis Courts, and Sport Courts. No pickleball court, tennis court, sport court, or other similar court shall be placed or constructed on any Lot without the prior written approval of the Design Review Board (including, without limitation, approval as to appearance, screening and location).

Except as expressly amended by this First Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this First Amendment and the Declaration, this First Amendment shall prevail. Unless otherwise defined herein, each capitalized term used in this First Amendment shall have the meaning given to such term in the Declaration.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, Havasu Riviera, L.L.C., an Arizona limited liability company, has executed this First Amendment to the Declaration as of the day and year first written above.

**HAVASU RIVIERA, L.L.C.,  
an Arizona limited liability company**

By: Desert Land Group, LLC, MANAGER  
Name: Mychal Gordon  
Title: Manager

State of Arizona )  
County of Mohave ) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 12TH day of March, 2025, by MYCHAL GORDEN, the MEMBER of Desert Land Group LLC as Manager of Havasu Riviera, L.L.C., an Arizona limited liability company, for and on behalf of the corporation.

Notary Public

Tonya J. Whittaker  
My Commission Expires: 6/10/2026

