

MAIL TO:
RICHARD & SHARON ARMSTRONG
P.O. BOX 5458
PARKER, AZ 85344

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DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OF

HAVASU COMMERCE CENTER

A CONDOMINIUM



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This Declaration made by RICHARD K. ARMSTRONG and SHARON L. ARMSTRONG hereinafter referred to as DECLARANT, on the date hereinafter set forth.

WITNESSETH

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

Tract 2307, Block 1, Lot 1B, Lake Havasu City, Mohave County, Arizona; a.k.a. 911 Lake Havasu Avenue, recorded in Book 2, of Parcel Maps, page 78, in the Office of the County Recorder, Mohave County.

Said real property consisting of units 301 through 304 inclusive; units 401 through 404 inclusive; units 501 through 504 inclusive, and; units 601 through 605 inclusive; the boundaries of each unit and each unit's identifying number being more particularly described on the Plat attached hereto as Exhibit "B" and by this reference made a part hereof.

WHEREAS, Declarant desires to create on said property a plan for the individual ownership of the real property, providing for the preservation of values and amenities by subjecting the property to a general plan of covenants, conditions, easements, charges and liens as hereinafter set forth to the benefit of said property and each owner thereof; and

WHEREAS, Declarant will create a 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 hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all of the property described herein and the owners thereof, their heirs, successors, grantees and assigns. These easements, covenants, restrictions and conditions shall run with

the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any part thereof, and shall inure to the benefit of each owner thereof. This Declaration hereby establishes a plan for the individual ownership of real property estates, consisting of units of not less than one (1) unit and the improvements contained thereon, and the ownership by an association comprised of all owners of units of all of the remaining property, both real and personal, which is hereinafter defined and referred to the "common elements." Said restrictions establish and impose a general plan for the improvement and development of said property described herein and the adoption and establishment of covenants, conditions and restrictions upon said land and upon any and all units constructed on or to be constructed thereon, and upon the use, occupancy, and enjoyment thereof. Every conveyance of any of said units, or property or portion thereof shall be and is subject to these easements, covenants, conditions and restrictions as follows:

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to HAVASU COMMERCE CENTER PROPERTY OWNERS ASSOCIATION, INC. or such other named corporation as may be formed by Declarant to perform the functions of said Association, and its successors and assigns.

Section 2. "Properties" or "Premises" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" and "Common Elements" shall be synonymous and shall mean all property owned by the Association for the common use and enjoyment of the members of the Association including, but not limited to:

(a) All of the above referred to premises except the land specifically designated as a "lot" or "unit" on the above plat of record of HAVASU COMMERCE CENTER a subdivision of Lake Havasu City, Mohave County, Arizona, and all recorded amendments thereof, except streets dedicated to the public and accepted by a governmental agency.

(b) All community facilities, pavements, common parking areas, pipes, wires, conduits, landscaping and other public utility lines.

(c) All foundations, columns, girders, beams and supports, all exterior walls of the units, not including the portions thereof on the unit side of any masonry wall or other type partition; all walls and partitions separating units from common

elements including, but not limited to, storage and mechanical equipment space; the masonry of all walls and any other partitions separating units; and all concrete floors.

(d) All roofs, vaults and other areas used in connection therewith.

(e) All central and appurtenant installations for services such as electricity, telephone, gas, trash containers, including all pipes, ducts, wires, cables and conduits used in connection therewith, whether located in common areas or in units. All components of the individual unit's HVAC system, including air conditioning units, evaporative coolers and heat pumps are excluded from the Common Elements.

Section 4. "Limited Common Element" means a portion of the common elements specifically designated as a limited common element in the declaration and allocated by the declaration or by operation of A.R.S. §33-1212, paragraph 2 or 4 for the exclusive use of one or more but fewer than all of the units. No Limited Common Elements have been designated or allocated to any of the existing units at this time.

Section 5. "Lot" shall mean and refer to a separately designated and legally described freehold estate consisting of any plot of land and the improvements thereof shown upon any recorded subdivision of the properties with the exception of the common area, as set forth and recorded on the plat thereof.

Section 6. "Unit" shall be synonymous with and shall mean and refer to a number of contiguous units, which shall consist of not less than one (1) lot, which shall be conveyed by Declarant, to one ownership, whether each ownership shall be an individual, a partnership, corporation or other entity, holding property in the common name.

Section 7. "Institutional Holder" is a mortgagee or deed of trust beneficiary, which is a bank or savings and loan association, or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal state agency.

Section 8. "Lease" means any agreement for the leasing or rental of a unit.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 10. "Mortgage" shall mean any instrument given as security for the performance of an obligation, including without limitation, deeds of trust. "Mortgages" shall mean a party secured by such an instrument and included beneficiaries under a deed of

trust; and "Mortgagor" shall mean the party executing such instrument as security and collateral for the loan and shall include a trustor under a deed of trust.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable title (or legal title, if equitable title has merged) of any unit which is part of the properties.

Section 12. "Parking Space" shall mean and refer to assigned or unassigned space(s) for parking motor vehicles and is synonymous with "Parking Areas."

Section 13. "Submitted Property" shall mean and refer to the real property described and incorporated herein by this reference.

ARTICLE II

Prohibition of Conveyance or Ownership of Less Than One Lot/Unit

Section 1. The Declarant shall convey not less than one (1) lot or unit to any owner as a unit. After the initial conveyance of said unit(s) or lot(s) as a unit or units by Declarant to an owner, each unit shall not thereafter be divided into lesser units or be thereafter conveyed to any person whomsoever unless the entire unit is conveyed by the same instrument. No such conveyance may be accomplished in such manner so that said conveyance results in less than one (1) lot/unit being owned by the same owner, whether such lot/unit are retained or conveyed and no transaction or conveyance will be permitted that results in any ownership of less than one contiguous units.

Section 2. The foregoing shall not, however, prohibit the leasing of part of a unit by the owner thereof to any other person, entity or corporation on a short term basis, and the foregoing shall not prohibit one ownership from acquiring two (2) or more adjacent units consisting of at least one (1) lot/unit each, either of which may thereafter be conveyed separately from the other or others. In the event that one (1) ownership desires to acquire two (2) or more units, each of which shall consist of a minimum of one (1) lot/unit, each ownership shall receive a separate conveyance for the lot/unit comprising each of said units. The issuance of two (2) or more instruments of conveyance to a single ownership shall not be deemed to merge the two (2) or more units into a single unit.

ARTICLE III

Membership

Section 1. Membership in the Association except for membership of the incorporators, the Declarant and the first Board of Directors, shall be limited to record owners of equitable title (or legal title, if equitable title has merged) of units constructed or planned to be constructed on the property described above or on any duly annexed property. An owner of a unit shall automatically, upon becoming the owner of a unit, be a member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 2. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of such unit and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage or record or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the owner of any unit should fail or refuse to transfer the membership registered in his name to the purchaser and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

Section 3. The record owner of equitable title or legal title, if equitable title has merged of each unit shall be entitled to one membership in the Association. In the event any such unit is owned by two or more persons, whether by joint tenancy, tenancy in common, community property or otherwise, the membership as to each unit shall be joint and a single membership for such unit shall be issued in the names of all, and they shall designate to the Association in writing at the time of issuance, one of their number who shall hold the membership and have the power to vote the membership, and in the absence of such designation and until such designation is made, the Board of Directors of the Association shall make such designation.

Section 4. There is attached hereto and incorporated herein by this reference as Exhibit "A" the corporation's Articles of Incorporation.

Section 5. Any management agreement for HAVASU COMMERCE CENTER shall be terminable by the Association for cause upon thirty (30) days written notice thereof, and the term of any agreement shall not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

ARTICLE IV

Voting Rights

Section 1. The Association shall have two classes of voting membership.

Class A: Class A members shall be all those owners as defined in Article III. A Class A member shall be entitled to one (1) vote for each lot/unit owned by said member, as provided above.

Class B: Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each lot/unit in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) Ninety days after conveyance of seventy-five per cent of the units which may be created to unit owners other than the Declarant.

(b) Four years after Declarant has ceased to offer units for sale in the ordinary course of business.

(c) Seven (7) years from the date of this Declaration.

(d) The election to do so by the Declarant.

Section 2. In the event any unit owner shall be in arrears in the payment of any amounts due under any of the provisions of this Declaration for a period of thirty (30) days or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, said unit owner's right to vote as a member of the Association shall be suspended until all payments are brought current and all defaults remedied.

ARTICLE V

Property Rights

Section 1. Member's Easement of Enjoyment/Unit Allocations. Every member shall have a right and easement of enjoyment in and to the common elements, and such easement shall be appurtenant to and shall pass with the title to each and every unit. Each Unit shall be entitled to an allocation of an undivided interest in the common elements of the Association equal to a fraction of the total common elements based on that lot/unit's pro rata size in proportion to

the combined size of all lots/units. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners of units of HAVASU COMMERCE CENTER and is necessary for the protection of said owners. Such allocation of undivided interest, right and easement of enjoyment shall be subject to reasonable rules and regulations as from time to time may be promulgated by the Board of Directors, and which may include, but shall not be limited to:

(a) The right of the Association to limit the guests and invitees of the members, or tenants of the members, to those necessary or incidental to the permitted commercial uses as set forth in this Declaration;

(b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common areas and facilities and in aid thereof, to subordinate to the rights of the unit owners hereunder; and

(c) The right of the Association to mortgage, 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 to by the members. No such mortgage, dedication or transfer shall be effective unless an instrument signed by members entitled to east two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such mortgage, dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.

(d) The right of the Association to regulate the usage of common areas, i.e., parking, loading and landscaping.

(e) Such other powers of the Association to prescribe rules and regulations and the uses of the HAVASU COMMERCE CENTER as set forth the in Articles and Bylaws of the Association and as may be promulgated according thereto from time to time.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey or cause to be conveyed, fee simple title to the common elements to the Association prior to the conveyance of the first lot. Said common elements shall be free and clear of all liens and encumbrances except normal easements and these covenants, conditions, encumbrances and restrictions, including this dedication and the Articles and Bylaws of the Association, at the

time of conveyance.

ARTICLE VI

Covenant for Maintenance Assessments

Section 1. Personal Obligation of Assessments. Each owner of a unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(1) Annual assessments or charges; and

(2) Special assessments for capital improvements, which assessments shall be established and collected as provided in the Bylaws. The annual and special assessments, late payment penalties, if any, together with interest thereon, and reasonable attorney fees and costs of collection thereof, shall be a continuing lien on the unit and the common areas as created by this Declaration. Such assessment, together with interest, costs, reasonable attorney fees and costs of collection shall also be the personal obligation of the person who was the owner of such unit at the time when the assessment fell due. The personal obligations for the delinquent assessments shall, in addition to remaining the liability of the owner until paid, be also the personal liability of the owner or his successors in title by operation of sale, possession, deed, or assignment of all or any portion of the owner's interest in his lot/unit.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety and welfare of all owners, to the improvement and maintenance of the common areas, and for all purposes set forth in the Articles, including, but not limited to, management fees, insurance premium unless otherwise provided for, expenses for maintenance, repairs and replacements of common areas or portions thereof, reserves for contingencies, taxes, charges for water and other utilities for the common areas.

(a) By appropriate action, the Association may establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be deposited in a duly chartered bank or savings and loan institution, and may be in the form of cash deposit or it may be invested in obligations of, or fully guaranteed as to principal, by the United States of America. The reserve fund is for the purpose of effecting replacement or repair because of damage, depreciation or obsolescence to common areas elements.

Section 3. Uniform Rate of Assessment For Common Expense Liabilities. Both annual and special assessments for common expenses must be fixed at a uniform rate based on the pro rata size on the lot/unit for all lot/units and may be collected on a monthly basis or such basis as the Board of Directors of the Association shall determine.

Section 4. Date of Commencement of Annual Assessments. The annual assessments shall commence as to all units on the first day of the month following the conveyance to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto at the last known mailing address. The due dates shall be established by the Board of Directors.

Section 5. Special Assessment for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-third (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members at the last known mailing address not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. An affirmative vote of two-thirds (2/3) of the Class A membership attending the meeting and two-thirds (2/3) of the Class B membership attending the meeting shall be required to authorize the expenditure.

Section 7. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Twelve percent (12%) per annum, simple interest. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the

property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his unit.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sales or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such unit from the liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Any assessment obligation of the unit owner for common expenses shall be secured by a lien on the owner's unit in favor of the Association pursuant to Arizona Revised Statutes § 33-1255. The Association shall also have a lien on a unit for any assessment levied against that unit or monetary penalties imposed against its unit owner from the time the assessment or fine becomes due. The Association's lien may be foreclosed in the same manner as a mortgage on real estate. Fees, charges, late charges, monetary penalties and interest charged pursuant to provisions of the Bylaws, this Declaration or applicable statutes are enforceable as assessments. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment of the assessment becomes due.

ARTICLE VII

Party Walls

Section 1. The rights and duties of the owners of units within this project with respect to party walls shall be governed by the following:

(a) Each wall which is constructed as part of the original construction of the structure, any part of which is placed on the dividing line between separate units, consisting of one (1) lot as herein defined, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

(b) In the event any such party wall is damaged or destroyed through the act of one adjoining owner, or any of his guests, tenants, licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment

of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining owner.

(c) In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, tenants, licensees, guest or family (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining owners shall proceed forthwith to rebuild or repair to as good condition as formerly at their joint and equal expenses.

(d) Notwithstanding any other provision of the Article, an owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

(e) The right of any owner to contribute from any other under this Article shall run with the land and shall pass to each subsequent owner whether the damage occurred during his ownership or not.

(f) In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulation or ordinances, any owner proposing to modify, make addition to or rebuild his unit in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining owner.

(g) In the event of a dispute between the owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted and the Association, on notice of the dispute, elects not to specially establish such rules for the purposes of the dispute, then the matter shall be submitted to arbitration before the American Arbitration Association ("AAA") of Phoenix, Arizona, to be arbitrated by a single arbitrator experienced in law and the subject matter of the dispute, according to the rules of the AAA. A determination of the matter by the AAA shall be binding upon the owners, who shall share the cost of arbitration equally.

(h) These covenants shall be binding upon the heirs and assigns of any owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while an owner.

ARTICLE VIII

Architectural Control

Section 1. No exterior additions, or alterations to any building nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to the conformity and harmony of external design and location with existing structure in the property by an architectural committee composed of the Board of Directors of the Association, or by a representative designated by the Board of Directors. The members of such committee shall not be entitled to compensation for services performed pursuant to this paragraph. In the event said Board, or its designated committee, fails to approve or disapprove such design and location with thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Except as otherwise provided herein, no unit owner shall have the right to make changes or additions to his unit which would exceed in any amount the original square footage of said unit. The Declarant is exempt from this paragraph until completion of construction of all units.

Section 3. Fenced storage or enclosures may be constructed provided drawings and written requests are submitted to the architectural committee as provided hereinabove. Such fencing or enclosure shall not affect parking spaces within common areas. Loading zone areas where specifically defined for a unit may be used for fenced storage, provided the depth shall not exceed thirteen (13) feet, or interfere with any driveway width. The width shall not be closer than ten (10) feet to any entrance door, whether belonging to that unit or being part of a neighboring unit. The Declarant is exempt from this paragraph until completion of construction and for the purposes of providing fenced storage in the areas of Building "B" and Building "G".

ARTICLE IX

Exterior Maintenance

Section 1. The Association, or its duly delegated representative, shall maintain and otherwise manage all property up to the exterior building lines, including, but not limited to, the landscaping, parking areas, streets, roofs, water, sewer, gas pipes, ducts, conduits, wires and all other utility installations, and common elements and exteriors of the building located upon the above described properties (except windows of units and exterior

door and window fixtures and other hardware), and such additional maintenance of the buildings as the Board of Directors shall from time to time determine to be in the best interest of the Association and its members and shall maintain and otherwise manage and be responsible for the trash removal in all areas within the above described property except which is generated by an individual owner or tenant who shall be responsible for the removal of the trash generated by himself. The Board of Directors shall use a reasonable standard of care in providing for the repair, management and maintenance of said property, so that said unit project will reflect favorably upon the whole Center and will exhibit a pride of ownership. All maintenance and repair of the individual unit shall be the sole obligation and expense of the individual unit owners, except to the extent the exterior maintenance and repair is provided by the Association.

Section 2. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the common elements and all exterior and roofs of the units, including, but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representative. The power, rights and duties of the Association and Board of Directors shall be as contained in this Declaration, and as may be adopted in its Articles of Incorporation and Bylaws not inconsistent herewith.

Section 3. In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

Section 4. The Association has the right of reasonable entry upon the individual unit premises to effect emergency repairs or maintenance which is the duty of owner, but which owner has failed or refused to effect, and to effect maintenance or repairs called upon by these covenants and the Articles, Bylaws, rules and regulations of the Association.

ARTICLE X

Interior and Other Maintenance

Section 1. Each owner shall be responsible for the upkeep and maintenance of the interior of his unit and all other areas, features or parts of his unit and property not otherwise maintained by the Association. All fixtures and equipment installed within a unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a unit, shall be maintained and kept in repair by the owner thereof. Pest control, HVAC system, and evaporative coolers shall be the

responsibility of the owner. An owner shall do no act, nor any work, that will impair any easement or hereditament, not do any act nor allow any condition to exist which will adversely affect the other units or their owners.

ARTICLE XI

Damage or Destruction of Property

Section 1. In the event any common element is damaged or destroyed by an owner or any of his guest, tenants, licensees, agents or members of his family, such owner does hereby irrevocably authorize the Association to repair said damaged element and the Association shall so repair said damaged element in a good workmanlike manner in substantial conformance with the original plans and specifications. The owner shall then repay the Association in the amount actually expended for such repairs.

Section 2. In the event any unit is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or members of his family, such owner shall, within thirty (30) days from the date of occurrence of the damage or destruction, enter into a binding bona fide contract for the repair and rebuilding the exterior of said unit and any damage to adjacent units or property in a good workmanlike manner in conformance with the original plans and specifications used in the construction of said units. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the unit and/or adjacent property within a reasonable time, not to exceed six (6) months from the date of the occurrence of the damage or destruction, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any such unit and/or adjacent property in a good workmanlike manner in conformance with the original plans and specifications of the units. The owner shall then repay the Association in the amount actually expended for such repairs.

Section 3. Each unit owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall be delinquent and shall become a lien upon said owner's lots and unit and shall continue to be such lien until fully paid. Said charges shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum. The amount of principal and interest owed by said owner to the Association shall be a debt, and shall be collectable by any lawful procedure allowed by the laws of the State of Arizona against such owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

Section 4. Nothing contained in this Article XI shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which would be payable under any policy or policies had not this Article been inserted and the Association is subrogated to any such insurance which may be carried by the owner. The owner is not subrogated to any insurance carried by the Association unless the Association specifically so consents.

Section 5. In the event of a dispute between an owner and the Board of Directors with respect to the cause of damage or the extent of repairs necessitated or with respect to the cost thereof, then upon written request of the owner addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association or its Board of Directors. If no such rules have been adopted and the Association, on notice of the dispute, elects not to specially establish such rules for the purposes of the dispute, then the matter shall be submitted to arbitration before the American Arbitration Association ("AAA") of Phoenix, Arizona, to be arbitrated by a single arbitrator experienced in law and the subject matter of the dispute, according to the rules of the AAA. A determination of the matter by the AAA shall be binding upon the owners, who shall share the cost of arbitration equally.

Section 6. Each such owner and his successor, by his acceptance of a deed to a unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including those specified in Article VI.

ARTICLE XII

Insurance

Section 1. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the common areas and buildings, including all units, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all common elements and buildings, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance, except on the individual units shall be common expenses to be levied, based on the square footage of each unit. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Board of Directors on the individual owners. Premiums for insurance obtained by the Board of

Directors on the individual units shall not be part of the common expense, but shall be an expense of the specific unit or units so covered and a debt owed by the owners, and shall be collectable by any lawful procedure permitted by the laws of the State of Arizona. In addition, if said debt is not paid within twenty (20) days after notice of such debt, such amount shall automatically become a lien upon such owner's unit and shall continue to be such lien until fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessment. In addition to the aforesaid insurance required to be carried by the owners and/or the Association, any owner may, if he wishes at his own expense, insure his own unit for his own benefit and carry any and all the insurance he deems advisable. It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Board of Directors, the Board of Directors shall, upon receipt of the insurance proceeds or upon receipt of authorization from the insurance carrier, whichever occurs first, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution that such funds may be withdrawn only by signature of at least two members of the Board of Directors, or by any agency duly authorized by the Board of Directors. The Board of Directors shall contract with a bondable contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction, or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same conditions as formerly, the Board of Directors shall levy a special assessment against all unit owners to make up any deficiency. The amount of any such deficiency shall automatically become a personal debt of the owner and a lien until fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessment. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be placed in the general fund of the Association and may be used by the Association as a general fund account for the benefit of all Association business.

Section 2. In the event of damage or destruction by fire or other casualty to any unit, storage area or other property covered by insurance written in the name of an individual owner, said owner shall, upon receipt of the insurance proceeds, or upon receipt of authorization to do so, whichever occurs first, contract to repair or rebuild such damaged or destroyed portion of the storage area and the exterior of the unit in a good workmanlike manner in conformance with the original plans and specifications of said

units. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the unit and storage areas within six (6) months, the Association by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any such unit and/or storage area in a good workmanlike manner in conformance with the original plans and specifications of the unit. The Board of Directors is authorized to use any Association funds, whether general funds or funds raised by a special assessment for this purpose, to pay for such repair and building. Any amount so expended by the Association for the repair or rebuilding of a lot or unit shall automatically become a personal debt of the owner and a lien upon the lot which has been repaired or rebuilt and shall continue to be a lien until fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. The owner shall then repay the Association in the amount actually expended for such repairs. Any emergency repair made by a unit owner caused by damage to another unit shall be repaid by the causing unit owner.

ARTICLE XIII

Use Restrictions

Section 1. Non-Residential Use. These units and premises are strictly for business or commercial/industrial use. None of the units or the property may be used as a home or living residence or for residential occupancy or purposes by any person at any time.

Section 2. General Use. Save as otherwise provided in this declaration, each of the units may be used for any other lawful use unless otherwise restricted by the Declarant, the Association, its Articles, Bylaws, rules and regulations.

(a) No Unit may be altered such that its proportion of office area consists of more than twenty five percent (25%) of the total floor area without the express written consent of the appropriate governing municipal agency(ies).

Section 3. New Construction. All building or structures erected upon said premises shall be of new construction and no buildings or structure shall be moved from other locations onto said premises, and no subsequent building or structure other than units joined together by party walls, shall be built on any parcel where the builder theretofore programmed and constructed a unit. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of the premises at any time either temporarily or permanently without the express written consent of the Board of Directors. The Declarant and Association are exempt from this paragraph until completion of construction work and the Association

is also exempt in the event it is effecting repairs and maintenance which are the duties of the Association as provided in this declaration.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in any unit.

Section 5. Other than specifically permitted by this section, no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises by an owner without the consent of the Association in conformity with such rules and regulations regarding signs as the Association may adopt. Nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any other unit. Provided further, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of the buildings, if any, of the builder, its agents and assigns during the construction and sale period, the Association in the normal course of fulfilling its obligations. Notwithstanding the foregoing, signs reflecting the name of the owner of any unit together with the address or unit number of any office or unit shall be permitted, not to exceed one-half (1/2) of the unit width, thirty (30) inches in height, mounted to the face of the unit, within a box facia and with uniformity, coloration which is commercially consistent with the Center coloration, decorum and decor. Any such signs must obtain the approval of the Association's architecture committee and, where applicable, of the prevailing governmental jurisdiction governing signs.

Section 6. Except in the common area, no planting or gardening shall be done and no fences, hedges or walls shall be erected or maintained upon any premises except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association, the Board of Directors, or their designated representative.

Section 7. The common elements shall remain undivided, and shall at all times be owned by the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the common elements.

Section 8. No noxious or offensive activity may be carried on or permitted on any unit, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 9. No vehicle shall be left parked in any driveway or private street and all vehicles shall be parked only in areas to be provided for such vehicles, as determined by the Board of Directors of the Association.

ARTICLE XIV

Easements

There is hereby created a blanket easement upon, across, over and under the above described premises for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephone and electricity. By virtue of this easement, it shall be expressly permissible for the electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits, on, above, across and under the roof and exterior walls of said units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said premises except as initially programmed and approved by said builder or the Association's Board of Directors. This easement shall in no way affect any other recorded easements on said premises.

Declarant is hereby granted an easement through the common elements as may be reasonably necessary for the purpose of discharging Declarant's obligations under the Articles, Bylaws and this Declaration or for exercising any special rights granted therein to Declarant. Each unit and the common elements shall be subject to Declarant's easement.

Each unit and the common elements shall be subject to an easement for encroachments created by construction, settling and overheads, as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event an entire structure is partially or totally destroyed, and then rebuilt, the owners of units agree that minor encroachments of parts of the adjacent units or common elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

ARTICLE XV

Rights and Duties of First Mortgagee

Notwithstanding and prevailing over any other provisions of this Declaration, of the Association's Articles of Incorporation or Bylaws, or any rules, regulations or management agreements, the following provision shall apply to and benefit each holder of a first mortgage (called the first mortgage) upon a unit:

- (a) The first mortgagee shall not in any case or manner

be personally liable for the payment of any assessment or charge, nor for the observance of performance of any covenant, restriction, regulation, rule, Association Articles of Incorporation or Bylaws, or Management Agreement, except for those matters which are enforceable by injunctive or other equitable actions, nor requiring the payment of money, except as hereinafter provided.

(b) In the event of a foreclosure, the foreclosing party (or the receiver appointed in such action) shall not have the right nor the power to exercise any of the rights or privileges of an owner, including voting, until such party has acquired title and the redemption period has expired.

(c) At such time as the first mortgagees shall become record owner of a unit, said first mortgagees shall be subject to all of the terms and conditions of these Covenants, Conditions, and Restrictions, including, but not limited to, the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any owner.

(d) The first mortgagee, or any other party acquiring title to a mortgage unit through foreclosure suit or through any equivalent proceedings such as, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title to the mortgaged unit free and clear of any lien authorized by or arising out of any of the provisions of this Declaration which secures the payment of any assessment for charges accrued prior to the final conclusion of any such foreclosure suit or equivalent proceeding, including the expiration date of any period of redemption. Any such unpaid assessment shall nevertheless continue to exist as the personal obligation of the defaulting owner of the unit to the Association, and the Board of Directors reasonable efforts to collect the same from the owner even after he is no longer a member of the Association. All assessments which accrue after such mortgagee or other party acquires title shall be the personal obligation of such mortgagee or other party and shall be subject to a lien and collectable in accordance with Article VII and all other appropriate provisions of the Covenants, Conditions and Restrictions.

ARTICLE XVI

Annexation of Additional Properties

Notwithstanding any contrary provision of this Declaration, Declarant reserves the right in his sole discretion and without the consent of any other owner or mortgagee, at any time within seven (7) years from the date of this Declaration, to annex all or any portion of any abutting or adjacent properties to the real property legally described herein or any annexation thereto. Nothing contained in this Declaration shall obligate Declarant to annex any

additional land or improvements to the subdivision created pursuant to this Declaration. Effectuation of any such annexation shall take place when Declarant records a plat describing such phase, together with a Declaration of Annexation describing the property to be annexed, referring to this Declaration by reference, netting forth the number and description of the unit included within such phase and stating the undivided interest of each unit included within such phase and all prior phases, in the common elements and the proportionate share of each unit property described in such Declaration of Annexation shall be deemed a part of the subdivision established pursuant hereto. Upon completion of any such annexation, all owners of units in any such annexed phase shall have those rights and obligations set forth in this Declaration, and shall be treated as if the entire project had been developed at the same time. Upon each such annexation, a new Association budget to meet the obligations of the Association and Center shall be prepared and the assessments shall be levied in connection therewith, in accordance with the Declaration; however, no past money obligation of the units covered by this declaration to the time of annexation shall be levied upon the annexed units, except for such sums as may be reasonably associated with the benefits received by the annexed units from areas common to the initial units.

ARTICLE XVII

General Provision

Section 1. Binding Effect and Enforcement. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or occupying any unit on said property, their heirs, executors, administrators, successors, grantees and assigns, except as otherwise provided in this declaration, the Article, Bylaws or rules and regulations of the Association. After the date on which this instrument has been recorded, these covenants, restrictions, reservations and conditions may be enforced by the Association or its Board of Directors, which shall have the right and duty to enforce the same and expend Association monies in pursuance thereof, and also may be enforced by the owner of any unit or any one or more of said parties. Any breach of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises, other than one whose title thereto is acquired by foreclosure of a mortgage and the sheriff's sale or any procedure or proceedings in lieu of foreclosure thereof, in which event liability shall be limited to the extent set forth in this declaration. Any person or entity who acquired title, except through foreclosure hereof, is liable for all such charges pursuant to Articles VII and XII that have accrued prior to such acquisitions of title and subject to the lien hereof for all said charges that shall accrue subsequent to

the date said person or entity takes title, and provided also that the breach of any said covenants, restrictions, reservations and conditions may be enjoined, abated or reviewed by appropriate proceedings, notwithstanding the lien or existence of any such mortgage. All instruments of conveyance of any interest of all or any part of said units shall contain reference to this instrument and, irrespectively of whether referenced or not, shall be subject to the covenants, conditions, reservations, and restrictions herein as fully as though the terms and conditions of this instrument were therein set forth in full. The terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. In the event the Association employs an attorney or attorneys to enforce said lien or the collection of any amounts due pursuant to this Declaration, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, the owner, owners, and parties against whom the action is brought shall pay all attorney fees and costs thereby incurred by the Association in addition to the amounts due.

Section 2. Equal Treatment of Owners. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any owner or owners in favor of the other owners or which shall violate any law of Lake Havasu City, the state of Arizona or of the United States of America.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the use of the property as a commercial complex and for the maintenance of the common areas. The articles and second headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions or interpreting or in construction.

Section 6. Amendment. These declarations, covenants, restrictions, reservations, and conditions shall remain in full force and effect for a period of one hundred (100) years from the date hereof unless revoked or amended as follows:

(a) solely by the Declarant, this power being expressly herein reserved, at any time before title is first taken by any other person or entity to a unit, in which event the Declarant may effect such revocation or amendment by executing and filing the same with the Mohave County, Arizona, County Recorder as a "revocation of declaration" or an "amended declaration," as the case may be, which, when filed, will, without further act to be performed, revoke, supercede and replace this declaration; or,

(b) by due act of the Association through a resolution procedure duly established and effected by the Association; or,

(c) as may be unanimously elected by all of the persons or entities then holding all of the voting membership in the Association.

Section 7. After Acquired Interests. After the date hereof, each party who acquires any interest in all or part of the property described herein, further agrees that upon such acquisition of any interest in all or part of the real property, said acquiring party shall look only to the other subsequent property owner or owners acquiring an interest in said property for any performance or relief deemed equitable or necessary for the enforcement of the covenants, conditions and restrictions contained herein.

Section 8. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulations, pertaining to the ownership, occupation or use of any property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

Section 9. Emergency Vehicles and Personnel. Emergency vehicles and/or personnel have the right to access to all common areas herein described when on the premises in response to an emergency or in the abatement of a public nuisance.

Section 10. Rule Against Perpetuities: Should any term or provision hereof violate the rule against perpetuities, the period for the provision shall, notwithstanding that is otherwise stated, expire on the last day which would make the term or provision within the rule against perpetuities.

Dated this 16th day of April, 1992

Richard K. Armstrong

Sharon L. Armstrong

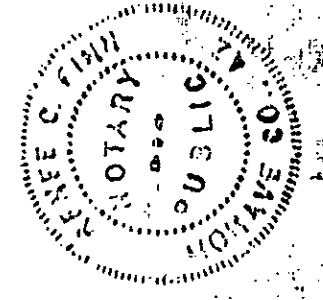
STATE OF ARIZONA)
) : ss
COUNTY OF MOHAVE)

On this 16 day of April, 1992 before me the undersigned Notary Public, personally appeared RICHARD K. ARMSTRONG and SHARON L. representing to be in all respects duly so empowered to act as set forth in the foregoing instrument, and acknowledged the same as the voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Revue C. Finn
Notary Public

My Commission expires My Commission Expires July 31, 1993



Unofficial

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ARTICLES OF INCORPORATION

FEB 19 1992

OF

DATE APPR 3-16-92

HAVASU COMMERCE CENTER
PROPERTY OWNERS ASSOCIATION, INC.

TERM
BY *Christy Jensen*

240165

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day associated ourselves together for the purpose of forming a corporation under and pursuant to the laws of the State of Arizona, and for that purpose do hereby adopt these Articles of Incorporation.

ARTICLE I
Name and Duration

The name of this corporation shall be HAVASU COMMERCE CENTER PROPERTY OWNERS ASSOCIATION, INC. The period of duration of this corporation shall be perpetual.

ARTICLE II
Purpose of the Corporation

The purpose for which this corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under A.R.S. Title 10 as it may be amended from time to time.

ARTICLE III
Character of Affairs

The character of affairs which this corporation initially intends to conduct in this state is, to the extent permitted by applicable law, to serve as the "Unit Owner's Association" or governing body under that certain Declaration of Covenants, Conditions And Restrictions of Havasu Commerce Center (hereafter referred to as the "Declaration") made by the Trustee of the RICHARD K. ARMSTRONG and SHARON L. ARMSTRONG 1031 EXCHANGE TRUST, to be recorded in the County Recorder records of Mohave County, Arizona, for the management of a commercial complex and the maintenance, repair, replacement, administration and operation of the Common Elements, Limited Common Elements and Property as such terms are defined in the Declaration and to perform such duties and functions, and to exercise such rights, as are given and assigned to it by applicable statutes and by said Declaration as the same may be amended from time to time.

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ARTICLE V
Authorized Capital

The corporation shall have the authority to issue one thousand

1 (1,000) shares of common stock of no par value.

2
3 PAGE 28 OF 31
4 BK 2060 PG 801 (FEE#92-30196)

5 ARTICLE VI
6 Indemnification

7 The power of indemnification of any member, director, officer,
8 employee or agent of the corporation shall be as expressed in the
9 bylaws and limited only by applicable laws of the State of Arizona.

10
11
12 ARTICLE VII
13 Private Property

14 The private property of the individual members, directors and
15 officers of this corporation shall be forever exempt from the
16 corporation's debts and obligations, except as otherwise provided
17 herein.

18
19
20 ARTICLE VIII
21 Statutory Agent

22 The name and address of the corporation's initial statutory
23 agent is: Eckley & Associates, P.C., 2400 E. Arizona Biltmore
24 Circle, Suite 1350, Phoenix, Arizona 85016.

25
26
27
28 ARTICLE IX
29 Board of Directors

30 Except as provided herein the business and affairs of this
31 corporation shall be conducted by a Board of Directors who must be
32 members of the corporation. The number of persons to serve on the
33 Board of Directors shall be not less than three, but otherwise as
34 fixed by the Bylaws subject always to any restrictions of law as to
35 the maximum and minimum number of Directors. Until such time as a
36 Board of Directors shall be elected at the first annual meeting of
37 Directors or until their successors are elected and qualified, the
38 affairs of the Corporation shall be governed by an initial and
39 interim Board of Directors, composed of the following three (3)
40 persons:

- 41
42
43 1. RICHARD K. ARMSTRONG, P.O. Box 5458, Parker, Arizona 85344
44 2. SHARON L. ARMSTRONG, P.O. Box 5458, Parker, Arizona 85344
45 3. JOHN FINN, 49520 McCovala Keys, Parker, Arizona 85344
46

47
48 DATED THIS 10th day of February , 1992.

49
50
51
52 J. Robert Eckley
53 J. Robert Eckley, Incorporator
54 2400 E. Arizona Biltmore Circle
55 Suite 1350
56 Phoenix, Arizona 85016

57
Joan F. Livesay
Joan F. Livesay, Incorporator
2400 E. Arizona Biltmore Circle
Suite 1350
Phoenix, Arizona 85016

HAVASU COMMERCE CENTER CCNDOMINIUMS

A SUBDIVISION OF AIRSPACE OF LOT 18, AS SHOWN ON PARCEL MAP
RECORDED IN BOOK 2 OF PARCELS MAPS, PAGE 78, IN THE OFFICE OF THE COUNTY
RECORDER, MOHAVE COUNTY, ARIZONA..... SECTION 3, T.13N., R.21W., S.6 & 7E.M.

CITY CLERK CERTIFICATION.....
I, Christina, City Clerk of the City of Havasu City, Arizona, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this 6th day of June, 1992.



CITY ENGINEER'S CERTIFICATION.....
I, Robert L. Anderson, City Engineer of the City of Havasu City, Arizona, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this 6th day of June, 1992.

PLANNING DIRECTOR'S CERTIFICATION.....
I, Robert L. Anderson, Planning Director of the City of Havasu City, Arizona, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this 6th day of June, 1992.

SURVEYOR'S CERTIFICATION.....

I, Robert L. Anderson, Surveyor, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this 6th day of June, 1992.



NOTE.....
1. The plat is subject to the provisions of the Uniform Gifts to Minors Act (U.G.T.M.A.), which is a part of the laws of the State of Arizona.
2. The plat is subject to the provisions of the Uniform Transfers to Minors Act (U.T.M.A.), which is a part of the laws of the State of Arizona.
3. The plat is subject to the provisions of the Uniform Gifts to Minors Act (U.G.T.M.A.), which is a part of the laws of the State of Arizona.

LEGEND.....
1. The plat is subject to the provisions of the Uniform Gifts to Minors Act (U.G.T.M.A.), which is a part of the laws of the State of Arizona.
2. The plat is subject to the provisions of the Uniform Transfers to Minors Act (U.T.M.A.), which is a part of the laws of the State of Arizona.
3. The plat is subject to the provisions of the Uniform Gifts to Minors Act (U.G.T.M.A.), which is a part of the laws of the State of Arizona.

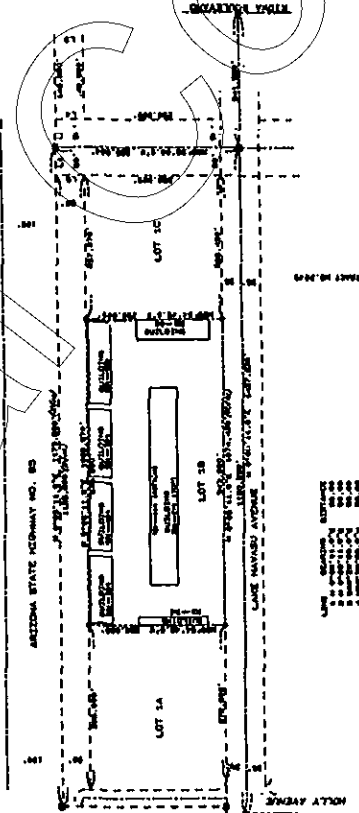
PREPARED BY.....

Prepared by	Robert L. Anderson
Checked by	Christina
Date	June 6, 1992
City	Havasu City, Arizona
County	Mohave County, Arizona
Section	3
Township	T.13N.
Range	R.21W.
Subsection	S.6 & 7E.M.

LAKE HAVASU CITY



VICINITY MAP



DEDICATION.....
COUNTY OF MOHAVE } S.A.
I, Robert L. Anderson, Surveyor, do hereby dedicate to the City of Havasu City, Arizona, the above described plat for the use and benefit of the City of Havasu City, Arizona. This dedication is made in accordance with the provisions of the Uniform Gifts to Minors Act (U.G.T.M.A.), which is a part of the laws of the State of Arizona.

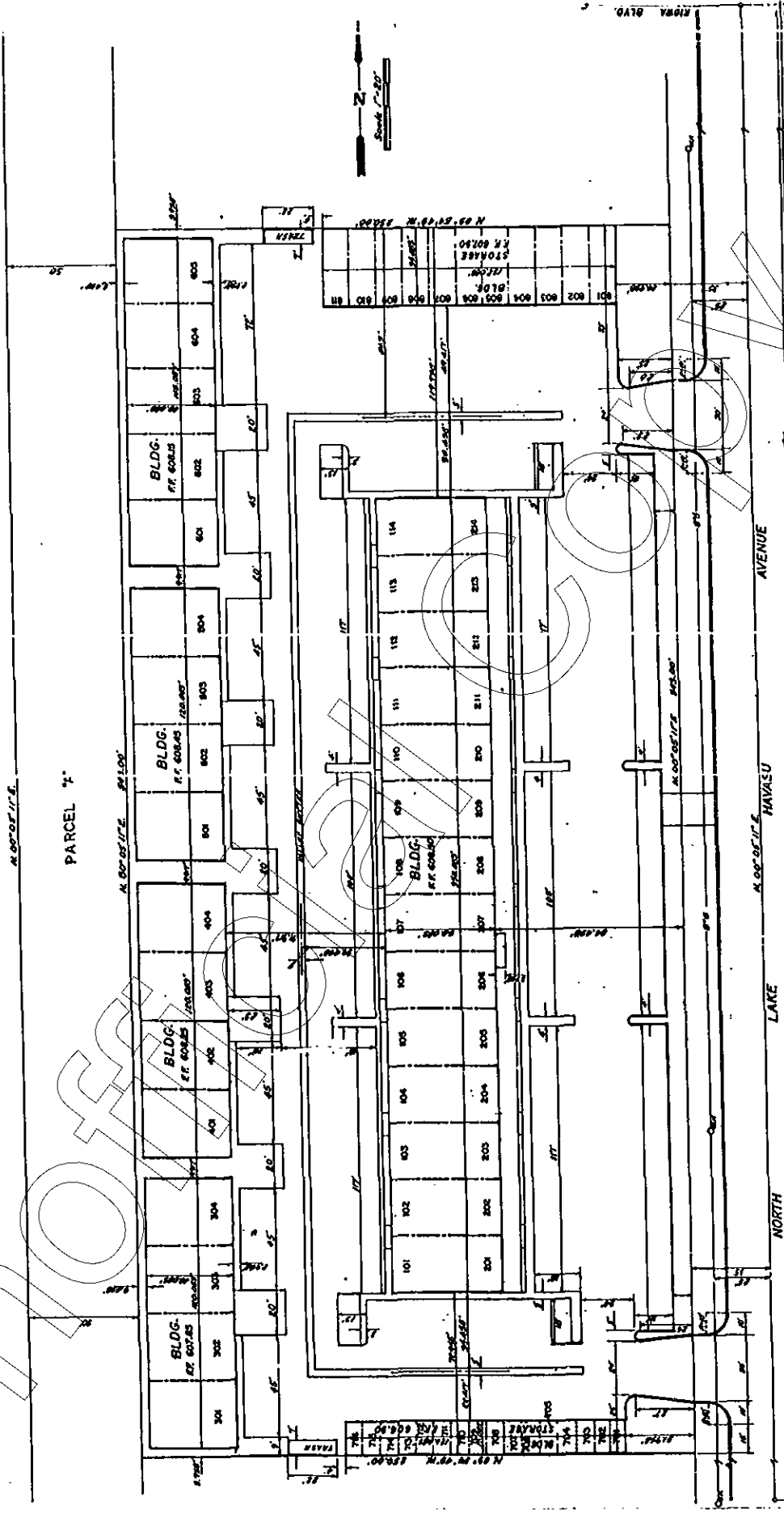
LEGAL DESCRIPTION.....
I, Robert L. Anderson, Surveyor, do hereby describe the above described plat as follows: Lot 14, Lot 18, and Lot 20, as shown on the above described plat.

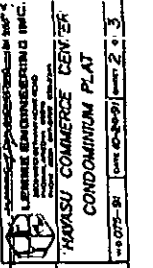
BASIS OF BEARINGS.....
The bearings and distances shown on the above described plat were obtained from the original survey conducted by me on this 6th day of June, 1992.

RECORDER'S CERTIFICATION.....
I, Christina, Recorder of the County of Mohave, Arizona, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this 6th day of June, 1992.

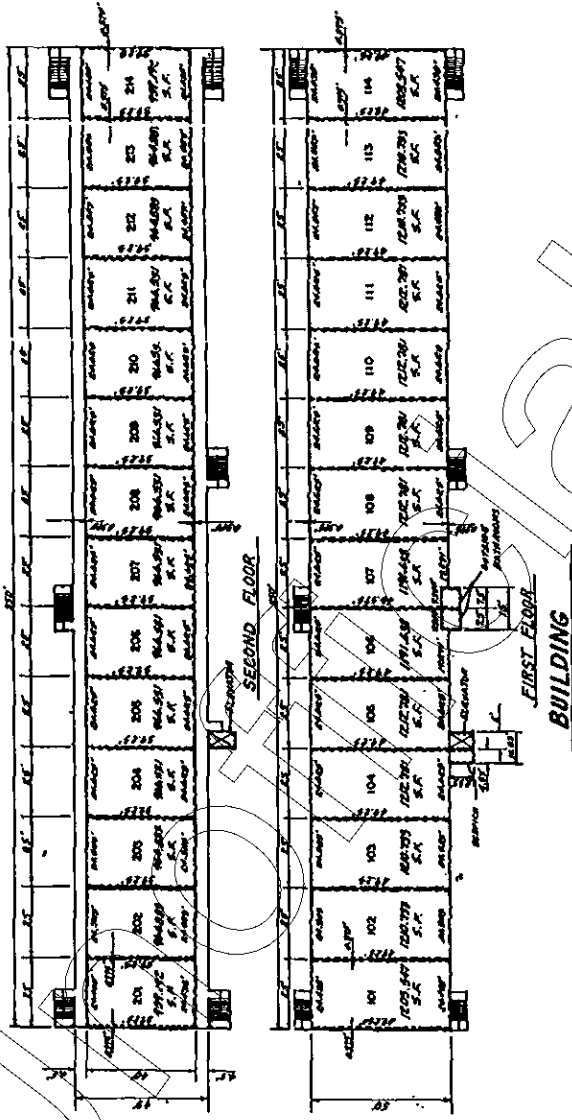


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 BK 2060 PG 803
 BK 2060 PG 803




 HAVASU COMMERCE CENTER
 CONDOMINIUM PLAT
 10.075-81 (REV. 10-2009) SHEET 2 OF 3

NORTH
 LAKE
 AVENUE
 HAVASU
 NORTH
 LAKE
 AVENUE
 HAVASU

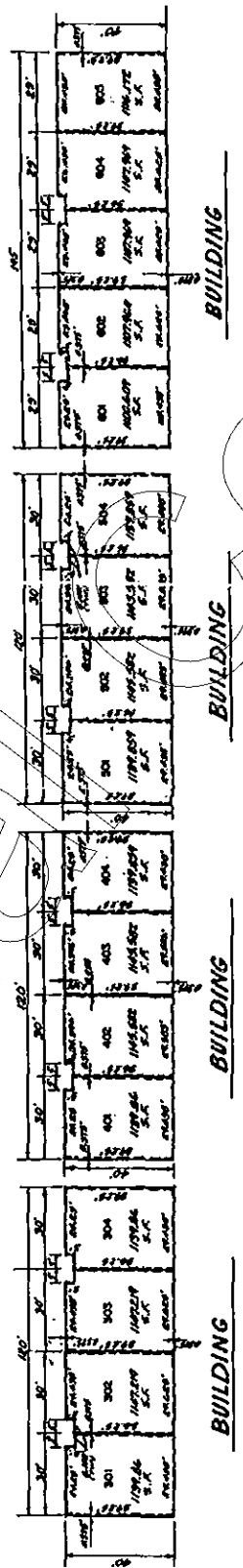


BUILDING 1

UNIT NUMBER	FLOOR	FINISH FLOOR ELEVATION	FINISH CEILING ELEVATION
101	1ST	67.50	67.50
102	1ST	67.50	67.50
103	1ST	67.50	67.50
104	1ST	67.50	67.50
105	1ST	67.50	67.50
106	1ST	67.50	67.50
107	1ST	67.50	67.50
108	1ST	67.50	67.50
109	1ST	67.50	67.50
110	1ST	67.50	67.50
111	1ST	67.50	67.50
112	1ST	67.50	67.50
113	1ST	67.50	67.50
114	1ST	67.50	67.50

BUILDING 2

UNIT NUMBER	FLOOR	FINISH FLOOR ELEVATION	FINISH CEILING ELEVATION
201	2ND	68.50	68.50
202	2ND	68.50	68.50
203	2ND	68.50	68.50
204	2ND	68.50	68.50
205	2ND	68.50	68.50
206	2ND	68.50	68.50
207	2ND	68.50	68.50
208	2ND	68.50	68.50
209	2ND	68.50	68.50
210	2ND	68.50	68.50
211	2ND	68.50	68.50
212	2ND	68.50	68.50
213	2ND	68.50	68.50
214	2ND	68.50	68.50




BUILDING 3

UNIT NUMBER	FLOOR	FINISH FLOOR ELEVATION	FINISH CEILING ELEVATION
301	3RD	69.50	69.50
302	3RD	69.50	69.50
303	3RD	69.50	69.50
304	3RD	69.50	69.50

BUILDING 4

UNIT NUMBER	FLOOR	FINISH FLOOR ELEVATION	FINISH CEILING ELEVATION
401	4TH	70.50	70.50
402	4TH	70.50	70.50
403	4TH	70.50	70.50
404	4TH	70.50	70.50

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 LICENSE ENGINEERING INC.

 HAWAII COMMERCIAL CENTER

 CONDOMINIUM PLAT

 NO. 075-81 (REV. 8-2-89) SHEET 3 OF 3

BUILDING (101-114)
SEE SHT. 2475

BUILDING (201-214)
FINISH FLOOR ELEVATION: 68.50
FINISH CEILING ELEVATION: 68.50

BUILDING (301-304)
FINISH FLOOR ELEVATION: 69.50
FINISH CEILING ELEVATION: 69.50

BUILDING (401-404)
SEE SHT. 2475