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Recording Requested By:

Enclaves 2, LLC

When Recorded Mail To:

Enclaves 2, LLC
2036 McCulloch Boulevard North
Lake Havasu City, Arizona 86403



FEE# 2021078962

OFFICIAL RECORDS
OF MOHAVE COUNTY
KRISTI BLAIR,
COUNTY RECORDER



10/12/2021 02:45 PM Fee: \$30.00

PAGE: 1 of 31

(SPACE ABOVE LINE FOR RECORDER'S USE)

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

LADERA AT HAVASU FOOTHILLS ESTATES HOMEOWNERS ASSOCIATION

12 This Declaration of Covenants, Conditions, and Restrictions (the "*Declaration*") is made as of this day of October, 2021, by Enclaves 2, LLC, an Arizona limited liability company ("*Declarant*").

1. Definitions

"*Articles*" means the articles of incorporation of the Association, as amended from time to time.

"*Assessable Property*" means each Lot or Parcel, except for Exempt Property.

"*Assessment*" means a regular Assessment or a special Assessment as described in Section 6.

"*Association*" means Ladera at Havasu Foothills Estates Homeowners Association, an Arizona nonprofit corporation, and its successors and assigns.

"*Association Land*" means all land, together with all Improvements situated thereon, which the Association at any time owns in fee or in which the Association has a leasehold interest, easement, or license for as long as the Association is the owner of the fee or holds such leasehold interest, easement, or license.

"*Association Rules*" means the rules adopted by the Board under Section 5.3, as amended from time to time.

"*Board*" means the board of directors of the Association.

"*Bylaws*" means the bylaws of the Association, as amended from time to time.

"Common Area" means, in the event that there is at any time any material "Common Area," (a) all Association Land; (b) all land, and the Improvements situated thereon, within the Project which Declarant indicates on a Recorded subdivision plat, Tract Declaration, or other Recorded instrument is to be conveyed to the Association for the benefit and use of the Members; (c) all land, and the Improvements situated thereon, which is situated within the boundaries of a Lot or Parcel and which is designated on a Recorded subdivision plat Recorded by Declarant or approved by Declarant or the Association as land which is to be improved, maintained, repaired, and replaced by the Association; (d) all land, and the Improvements situated thereon, within or adjacent to the Project which Declarant indicates on a Recorded subdivision plat, Tract Declaration, or other Recorded instrument is to be used for landscaping, drainage, or water retention or flood control for the benefit of the Project or the general public; (e) all real property, and the Improvements situated thereon, within or adjacent to the Project located within dedicated rights-of-way with respect to which neither Lake Havasu City nor Mohave County has accepted responsibility for the maintenance thereof but only until such time as either Lake Havasu City or Mohave County has accepted all responsibility for the maintenance, repair, and replacement of such areas, and only if the specific areas to be maintained, repaired, and replaced by the Association under this clause (e) have been expressly approved by either Declarant or the Board; and (f) all land, and the Improvements situated thereon, which is designated in a Tract Declaration or a Recorded amendment to this Declaration.

"Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

"Declarant" means Enclaves 2, LLC, an Arizona limited liability company, its successors, and any Person to whom it may expressly assign any or all of its rights under this Declaration.

"Declarant Affiliate" means any Person directly or indirectly controlling, controlled by or under common control with Declarant, and shall include, without limitation, any general or limited partnership, limited liability company, limited liability partnership or corporation in which Declarant (or another Declarant Affiliate) is a general partner, managing member, or controlling shareholder.

"Declaration" means this Declaration of Covenants, Conditions, and Restrictions, as amended from time to time.

"Design Guidelines" means the rules and guidelines adopted by the Design Review Committee under Section 5.11, as amended or supplemented from time to time.

"Design Review Committee" means the committee established under Section 5.11.

"Developer" means any Person (other than Declarant) who is in the business of developing, selling, or leasing real property and who acquires one or more Lots or Parcels in connection with, and in the course of, such business, for the purpose of developing, selling, or leasing such Lots or Parcels.

"Development Plan" means the Development Plan for the Project and other property adopted by Declarant, as amended by Declarant from time to time.

"Exempt Property" means: (a) all land and improvements owned by, or dedicated to and accepted by, the United States, the State of Arizona, Lake Havasu City or Mohave County, or any political subdivision of any of them, for as long as such entity or political subdivision is the owner thereof or for as long as said dedication remains effective; and (b) all Association Land.

"First Mortgage" means a Mortgage Recorded against a Lot or Parcel which has priority over all other Mortgages Recorded against that Lot or Parcel.

"Improvement" means (a) any Residential Unit, building, fence, or wall; (b) any swimming pool, tennis court, basketball court, road, driveway, parking area, or satellite dish; (c) any trees, plants, shrubs, grass, or other landscaping improvements of every type and kind; (d) any statuary, fountain, artistic work, craft work, figurine, ornamentation, or embellishment of any type or kind (whether or not affixed to a structure or permanently attached to a Lot or Parcel); and (e) any other structure of any kind or nature.

"Lessee" means the lessee or tenant under a lease, oral or written, of any Lot or Parcel (or part thereof), including an assignee of the lessee's or tenant's interest under a lease.

"Lot" means a portion of the Project intended for independent ownership and residential use and, where the context indicates or requires, shall include any Residential Unit, building, structure, or other improvements situated on the Lot.

"Member" means any Person who is a Member of the Association as provided in Section 5.7.

"Membership" means a membership in the Association.

"Mortgage" means a deed of trust or a mortgage Recorded against a Lot or Parcel.

"Mortgagee" means a beneficiary under a deed of trust, or a mortgagee under a mortgage, Recorded against a Lot or Parcel, and **"First Mortgagee"** means such a beneficiary or mortgagee under a First Mortgage.

"Occupant" means any Person other than an Owner who occupies or is in possession of a Lot or Parcel, or any portion thereof or building or structure thereon, whether as a Lessee or otherwise, other than on a merely transient basis (and shall include, without limitation, a Resident).

"Owner" means the Person or Persons who individually or collectively own fee title to a Lot or Parcel (as evidenced by a Recorded instrument), provided that (a) Declarant (and not the fee title holder) shall be deemed to be the "Owner" of each Lot or Parcel with respect to which fee title is held by a Declarant Affiliate or by a trustee (other than the trustee of a deed of trust) for the benefit of Declarant or a Declarant Affiliate; (b) in the event that, and for so long as, Declarant or a Declarant Affiliate has, under a written agreement, an existing right or option to acquire any one or more Lots or Parcels (other than by exercise of a right of first refusal or right of first offer), Declarant is also deemed to be the "Owner" of each Lot or Parcel with respect to which Declarant or a Declarant Affiliate has such right or option; and (c) in any case where fee title to a Lot is vested in a trustee under a deed of trust under Chapter 6.1 of Title 33 of the Arizona Revised Statutes, the owner of the trustor's interest under the deed of trust shall be deemed to be the "Owner" of that Lot. Where reference is made in this Declaration to Lots or Parcels "owned by" a Person, such phrase is deemed to refer to Lots or Parcels of which that Person is the Owner, as determined under this Section 1.

"Parcel" means each area of real property in the Project, and all Improvements situated thereon, shown as a separate parcel of land on the Development Plan; provided, however, that if a Parcel is split in any manner into portions under separate ownership (other than by subdivision of the Parcel by Recordation of a subdivision plat into Lots, each of which constitutes or may have constructed thereon only one

Residential Unit), each portion under separate ownership shall thereafter constitute a separate Parcel. If two or more contiguous parcels of land are owned by the same Person, they will be considered one Parcel for purposes of this Declaration. A Parcel ceases to be a Parcel when it has been fully subdivided into Lots (together with Common Area). If a portion of a Parcel is subdivided into Lots (and Common Area), the subdivided portion ceases to be a Parcel, but each remaining unsubdivided portion is a Parcel if it otherwise meets the requirements of the definition set forth in this Section 1.

"Period of Declarant Control" means the period commencing on the date of the Recording of this Declaration and ending (subject to Section 5.8) on the earlier of: (a) one hundred twenty (120) days after the number of votes entitled to be cast by Owners other than Declarant exceeds the number of votes entitled to be cast by Declarant; (b) December 31, 2026; or (c) the date Declarant Records a written instrument terminating the Period of Declarant Control.

"Person" means a natural person, corporation, business trust, estate, trust, partnership, association, limited liability company, limited liability partnership, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

"Project Documents" means this Declaration, all Tract Declarations, the Articles, the Bylaws, the Association Rules, and the Design Guidelines.

"Project" or *"Property"* means the real property described on Exhibit A, together with all Improvements located thereon, and all real property, together with all Improvements located thereon, which is annexed and subjected to this Declaration under Section 2.3, but excluding any real property, together with all Improvements thereon, which is withdrawn under Section 2.4.

"Purchaser" means any Person, other than Declarant, who by means of a voluntary transfer becomes the Owner of a Lot or Parcel, except for: (a) a Person who purchases a lot or Parcel and then leases it to Declarant for use as a model in connection with the sale or lease of other Lots or Parcels; or (b) a Person who, in addition to purchasing a Lot or Parcel, is expressly assigned any or all of Declarant's rights as Declarant under this Declaration; or (c) a Developer.

"Record," "Recording," "Recorded," and *"Recordation"* means placing or having placed an instrument of public record in the official records of Mohave County, Arizona.

"Resident" means each individual who resides in any Residential Unit.

"Residential Unit" means any building, or portion of a building, situated upon a Lot or Parcel and designed and intended for separate, independent use and occupancy as a residence.

"Tract Declaration" means a declaration Recorded under Section 2.2.

"Vehicles" includes cars, trucks, and vans of all sizes, motorcycles, motorbikes, mopeds, mini-bikes, motor scooters, all-terrain vehicles, off-road vehicles, motorhomes, recreational vehicles, trailers, travel trailers, tent trailers, camper shells, detached campers, boats, boat trailers, mobile homes, or other similar machinery or equipment, whether motorized or not, whether wheeled or not, and whether or not in operating condition.

"Visible From Neighboring Property" means, with respect to an object, that the object is or would be visible to a six-foot tall person standing at ground level on any part of neighboring property, except where the object is visible solely through a wrought iron fence and would not be visible if the wrought iron fence were a solid fence.

2. Plan of Development

2.1 Property Initially Subject to the Declaration. This Declaration is being Recorded to establish a general plan for the development and use of the Project in order to protect and enhance the value and desirability of the Project. All of the property within the Project shall be held, sold, and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each Person, for himself, herself, or itself and his, her, or its heirs, personal representatives, successors, transferees, and assigns, binds himself, herself, or itself and his, her, or its heirs, personal representatives, successors, transferees, and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration. In addition, each such Person by so doing acknowledges that this Declaration sets forth a general scheme for the development and use of the Property and evidences his, her, or its intent that all the restrictions, conditions, covenants, rules, and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, Purchasers, assignees, Lessee, and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the Association and all Owners.

2.2 Tract Declarations. Declarant reserves the right, but not the obligation, to Record one or more Tract Declarations with respect to Lots and Parcels within the Project. A Tract Declaration must be executed by Declarant and by the Owner (at the time of execution) of the Parcel or Lots subject to such Tract Declaration, if other than Declarant. A Tract Declaration may: (a) designate Common Area; (b) establish land uses for property subject thereto; (c) reserve or grant easements to such Persons and for such purposes as Declarant may deem appropriate; and (d) impose such additional covenants, conditions, and restrictions as Declarant may deem appropriate for the property subject to the Tract Declaration. Except as otherwise expressly provided in the Tract Declaration itself, a Tract Declaration may only be amended by a written instrument executed by all of the following: (i) Owners holding at least sixty-seven percent (67%) of the votes in the Association held by the Owners of all of the Lots and Parcels subject to that Tract Declaration; (ii) the Association; and (iii) Declarant so long as Declarant owns any Lot or Parcel in the Project.

2.3 Withdrawal of Property. At any time on or before December 31, 2026, Declarant may withdraw property from the Project without the consent of any other Owner or Person (other than the then-Owner of such property, if other than Declarant), except as otherwise expressly provided in the Tract Declaration with respect to such property. The withdrawal of all or any portion of the Project shall be effected by Declarant Recording a written instrument setting forth the legal description of the property being withdrawn. Upon the withdrawal of any property from the Project under this Section 2.3, such property shall no longer be subject to any of the covenants, conditions, and restrictions set forth in this Declaration.

2.4 Disclaimer of Representations. Declarant makes no representations or warranties whatsoever that: (i) the Project will be completed in accordance with the plans for the Project as they exist on the date this Declaration is Recorded; (ii) any property subject to this Declaration will be committed to or developed for a particular use or for any use; (iii) any property not now subject to this Declaration will

be subjected to the provisions hereof; or (iv) the use of any property subject to this Declaration will not be changed in the future. Nothing contained in this Declaration and nothing which may be represented to a purchaser by real estate brokers or salesmen representing Declarant or any Developer shall be deemed to create any covenants or restrictions, implied or express, with respect to the use of any property subject to this Declaration.

2.5 Development Plan. Notwithstanding any other provision of this Declaration to the contrary, Declarant, without obtaining the consent of any other Owner or Person, shall have the right to make changes or modifications to the Development Plan with respect to any property owned by Declarant in any way which Declarant desires including, but not limited to, changing the density of all or any portion of the property owned by Declarant or changing the nature or extent of the uses to which such property may be devoted.

3. Permitted Uses and Restrictions

3.1 Land Uses. The purposes for which property within the Project may be used shall be as established by a Tract Declaration covering the property, and may include, without limitation: (a) "single family detached" residential use; (b) Common Area; (c) park, conservation area, or open space (any part of which may or may not be Common Area); and (d) such other residential or related uses as may be set forth in any Tract Declaration. In the event of any conflict or inconsistency between a Tract Declaration and statements or notations on the Development Plan with respect to the uses which may be made of property within the Project, the provision of the Tract Declaration for the Lot or Parcel shall prevail. Each Tract Declaration shall be construed as a supplement to this Declaration and shall be enforceable as if all of the provisions of the Tract Declaration were set forth in this Declaration. A Tract Declaration may define and specify the permitted and prohibited uses of, and may impose further covenants, conditions, restrictions and easements on, the property subject to the Tract Declaration.

3.2 Architectural and Design Control; Approved Builders.

(a) All Improvements constructed within the Project shall be of new construction, and no buildings or other structures shall be removed from other locations to the Project (except for construction and sales trailers or similar facilities approved in advance by the Design Review Committee).

(b) No devegetation, excavation, or grading work shall be performed within the Project without the prior written approval of the Design Review Committee.

(c) No Improvement shall be constructed or installed within the Project without the prior written approval of the Design Review Committee.

(d) No addition, alteration, repair, change, or other work which in any way alters the exterior appearance (including but without limitation, the exterior color scheme) of any property within the Project, or any Improvements located thereon, shall be made or done without the prior written approval of the Design Review Committee, nor shall any Lot be split, divided, or further subdivided in any manner without the prior written approval of the Design Review Committee.

(e) Any Owner or other Person desiring approval of the Design Review Committee for the construction, installation, addition, alteration, repair, change, or replacement of any Improvement which would alter the exterior appearance of his, her, or its Lot, Parcel, or other portion of the Project, or

any Improvements located thereon, shall submit to the Design Review Committee a written request for approval specifying in detail the nature and extent of the construction, installation, addition, alteration, repair, change, replacement, or other work which such Owner or other Person desires to perform.

(f) The approval by the Design Review Committee of any construction, installation, addition, alteration, repair, change, replacement, or other work under this Section 3.2 shall not be deemed a waiver of the Design Review Committee's right to withhold approval of any similar construction, installation, addition, alteration, repair, change, replacement, or other work subsequently submitted for approval. Unless the Design Review Committee can justify in writing a valid legal or other extraordinary reason for delay, all submissions under this Section 3.2 to the Design Review Committee must be approved or rejected within sixty (60) days of submission. If the decision on a submission is not justifiably delayed, it will be deemed approved on the sixty-first (61st) day following submission.

(g) Upon receipt of approval from the Design Review Committee for any construction, installation, addition, alteration, repair, change, replacement, or other work, the Owner or other Person who has requested such approval shall proceed to perform, construct, or make the installation, addition, alteration, repair, change, or other work approved by the Design Review Committee as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Design Review Committee.

(h) Any change, deletion, or addition to the plans and specifications approved by the Design Review Committee must be approved in writing by the Design Review Committee.

(i) A \$15,000 refundable deposit shall be payable to the Association prior to the commencement of construction, which shall be refunded upon the Owner obtaining a certificate of occupancy for the Improvements on a Lot, provided that construction has conformed with the plans provided to the Association prior to construction. If construction has not conformed with the plans, the Association may hold the deposit until remedied.

(j) The provisions of this Section 3.2 do not apply to, and approval of the Design Review Committee shall not be required for, any construction, installation, addition, alteration, repair, change, replacement, or other work by, or on behalf of, Declarant.

(k) In reviewing plans and specifications for any construction, installation, alteration, addition, repair, change, replacement, or other work, the Design Review Committee may consider any and all factors which the Design Review Committee, in its sole and absolute discretion, determines to be relevant including, but not limited to: (a) the harmony of the proposed Improvements with existing Improvements in the Project or with Improvements previously approved by the Design Review Committee but not yet constructed; (b) the location of the proposed Improvements in relation to existing topography, finished grade elevations, roads, Common Area, and other structures; (c) the exterior design, finish materials, and color of the proposed Improvements; and (d) compliance of the proposed Improvements with this Declaration and the Design Guidelines. The Design Review Committee may disapprove plans and specifications for any construction, installation, alteration, addition, repair, change, replacement, or other work even though the plans and specifications may be in substantial compliance with this Declaration and the Design Guidelines if the Design Review Committee, in its sole and absolute discretion, determines that the proposed construction, installation, alteration, addition, repair, change, replacement, or other work, or some aspect or portion thereof, is undesirable or unattractive. Decisions of the Design Review Committee may be based on purely aesthetic considerations. Each Owner acknowledges that

determinations as to such matters are purely subjective and opinions may vary as to the desirability and attractiveness of certain Improvements. Each Owner agrees that the decision of the Design Review Committee shall be final on all matters submitted to it under this Declaration. Owner-builder projects will be evaluated and approved on a case-by-case basis by the Design Review Committee and must be completed within a reasonable time matching building industry standards (i.e., no additional time is provided to Owner-builders that would not be provided to builders).

(l) The approval required of the Design Review Committee under this Section 3.2 shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation, or under any other Recorded instrument. The Design Review Committee may condition its approval of any application, plans or other items submitted to it on delivery to the Design Review Committee of evidence satisfactory to the Design Review Committee that the Owner or other Person seeking its approval has also made appropriate applications for (and prior to commencing work shall have obtained) any and all such other approvals or permits. The Design Review Committee shall cooperate reasonably with any other approving authorities or entities, provided, however, that the Design Review Committee shall not be bound by any approvals, permits, or other decisions of any other such approving authority or entity.

(m) The Design Review Committee, acting on behalf of and at the expense of the Association, shall have the right, power, and authority to order that any Improvement or other work which the Design Review Committee determines was or is commenced, undertaken, performed or completed, or is being performed, in violation of this Section 3.2 be immediately stopped, baited and/or removed (as directed at the sole and absolute discretion of the Design Review Committee) by the Owner of the applicable Lot, Parcel, or other portion of the Project, and to take such actions as the Design Review Committee deems necessary to cause the same to be stopped, halted, and/or removed (including, without limitation, commencement of legal action, whether for injunctive relief or otherwise, and/or entry upon the applicable property for purposes of removing or correcting the violation); all expenses incurred by the Association and/or the Design Review Committee in taking such actions (including, without limitation, court costs and attorneys' fees) shall be the responsibility of the applicable Owner, shall be paid by such Owner to the Association and/or the Design Review Committee immediately upon demand (with interest at the rate established by the Board for delinquent Assessments under Section 6 from the date incurred until fully paid), and shall be secured by the lien for Assessments created under Section 6 against all property in the Project owned by such Owner.

(n) The Design Review Committee may condition its approval of plans and specifications upon the agreement by the Owner submitting such plans and specifications to furnish to the Association a bond or other security acceptable to the Design Review Committee in an amount determined by the Design Review Committee to be reasonably sufficient to: (a) assure the completion of the proposed Improvements or the availability of funds adequate to remedy any nuisance or unsightly conditions occurring as a result of the partial completion of such Improvement, and (b) repair any damage which might be caused to any Common Area as a result of such work. Provided there is no damage caused to any Common Area by the Owner or its agents or contractors, any such bond shall be released or security shall be fully refundable to the Owner upon the completion of the Improvements in accordance with the plans and specifications approved by the Design Review Committee, and the Owner's written request to the Design Review Committee.

(o) In order to promote and provide for harmonious development of the Project, no Owner or other Person shall use any builder for the development and construction on any Lot within the Project of any Residential Unit or related structure unless (a) such builder has been specifically approved by Declarant, in advance and in writing, in response to the written request for such approval by the Owner or other Person seeking to use such builder; or (b) such builder is included on the then-current list of builders approved by Declarant for the construction of Residential Units and related structures within the Project. Approval or disapproval of any builder shall be in the sole and absolute discretion of Declarant. Approval by Declarant of a builder for the construction of a Residential Unit or other structure on one Lot shall not constitute approval by Declarant of the same builder for the construction of a Residential Unit or other structure on any other Lot (unless such builder is listed on the then-current list of builders approved by Declarant for construction within the Project). Declarant shall have the right to prepare such a list of builders it has approved for construction of Residential Units or related structures within the Project and, from time to time, to revise such list, either to delete one or more builders therefrom or to add one or more builders thereto, or both, all in Declarant's sole and absolute discretion and without liability or responsibility to any Owner or other Person (including, without limitation, any builder). At any time and from time to time, Declarant may delegate any or all of its rights and responsibilities under this Section 3.2(o) to the Design Review Committee (subject to any conditions on such delegation as Declarant may impose, in its sole and absolute discretion) and, having made any such delegation, may at any time and from time to time wholly or partially revoke such delegation (or impose, alter, modify, or revoke any conditions on such delegation, in its sole and absolute discretion). It shall be the responsibility of each Owner or other Person seeking to use a builder for the development and construction of any Residential Unit or other structure within the Project to first obtain from Declarant or the Design Review Committee the then-current list of approved builders contemplated by this Section 3.2(o). Any violation of, or non-compliance with, this Section 3.2(o) by any Owner or other Person shall be deemed a violation of this Declaration, and shall subject such Owner or other Person to all remedies as may be available hereunder or at law or equity for violation of this Declaration; without limiting the generality of the foregoing, Declarant or the Design Review Committee (or both) shall also have the right to take such legal action as either or both of them may see fit under the circumstances in connection with such violation, which may include, without limitation, an action for an injunction or other equitable relief (including, without limitation, a preliminary injunction or similar temporary relief while the matter is subject to litigation) to halt any construction or related activities by the applicable Owner or other Person (including, without limitation, any unapproved builder), regardless of the stage of construction at the time such action is taken. Any and all costs incurred by Declarant or the Design Review Committee (or both) in seeking to enforce the provisions of this Section 3.2(o) (including, without limitation, court costs, filing fees, and attorneys' fees and costs) shall be paid by the Owner of the Lot in question (unless, as a result of the enforcement action, it is finally determined by a court of competent jurisdiction, after exhaustion of any and all appeals, that there was no violation with respect to such Lot of this Section 3.2(o)).

3.3 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings, trailers, or other structures used during the construction of Improvements approved by the Design Review Committee shall be removed immediately after the completion of construction, and in no event shall any such buildings, trailers, or other structures be maintained or kept on any property for a period in excess of twelve (12) months without the prior written approval of the Design Review Committee.

3.4 Maintenance of Landscaping. Each Owner of a Lot or Parcel shall properly maintain and keep neatly trimmed, properly cultivated, and free of trash, weeds, and other unsightly material all shrubs, trees, hedges, grass, and plantings of every kind (collectively, "landscaping") located on: (a) his, her, or its Lot or Parcel; (b) any public right-of-way or easement area which abuts or adjoins the Owner's Lot or Parcel and which is located between the boundary line of his, her, or its Lot or Parcel and the paved area of any street, sidewalk, bike-path, or similar area (unless otherwise directed by tire Board); and (c) any non-street public right-of-way or easement area adjacent to his, her, or its Lot or Parcel (unless otherwise directed by the Board); provided, however, that such Owner shall not be responsible for maintenance of any area over which: (i) the Association assumes the responsibility in writing; (ii) the Association has been given such responsibility by a Tract Declaration; or (iii) Lake Havasu City, Mohave County, or any other municipality or other governmental agency or entity having jurisdiction over such property assumes responsibility, for so long as Lake Havasu City, Mohave County or such other municipality or other governmental agency or entity assumes or has responsibility. For purposes of this Section 3.2, proper maintenance of Landscaping shall include, without limitation, removal and replacement of dead Landscaping, subject to the Design Guidelines.

3.5 Nuisances: Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, Parcel, or other property, and no odors, loud noises, or loud music shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof or activity thereon, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon or adjacent to any Lot, Parcel, or other property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of Improvements on a Lot, Parcel, or other property shall not be considered a nuisance or otherwise prohibited by this Declaration, but during construction periods, Lots, Parcels, and other property shall be kept in a neat and tidy condition, trash and debris shall not be permitted to accumulate, supplies of brick, block, lumber, and other building materials shall be piled only in such areas as may be approved in writing by the Design Review Committee, and no loud music shall be permitted. In addition, any construction equipment and building materials stored or kept on any Lot, Parcel, or other property during the construction of Improvements may be kept only in areas approved in writing by the Design Review Committee, which may also require screening of the storage areas. The Design Review Committee in its sole discretion shall have the right to determine the existence of any such nuisance. The provisions of this Section 3.5 shall not apply to construction activities of Declarant.

3.6 Diseases and Insects. No Person shall permit any object, thing, or condition to exist upon any Lot, Parcel, or other property which shall induce, breed, or harbor infectious diseases or noxious insects.

3.7 Repair of Building. No Residential Unit, building, structure, or other Improvement on any Lot, Parcel, or other property shall be permitted to fall into disrepair and each such Residential Unit, building, structure, and other Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished. If any Residential Unit, building, structure or other Improvement is damaged or destroyed, then, subject to the approvals required by Section 3.2, such Residential Unit, building, structure, or other Improvement shall be immediately repaired or rebuilt or shall be demolished.

3.8 Antennas, Poles, Towers, and Dishes. Except as otherwise provided by applicable law, no television, radio, shortwave, microwave, satellite, or other antenna, pole, tower, or dish shall be placed,

constructed, or maintained upon any Lot, Parcel, or other part of the Property unless such antenna, pole, tower, or dish is fully and attractively screened or concealed so as not to be Visible From Neighboring Property, which means of screening or concealment shall be subject to the regulation and prior approval of the Design Review Committee. Notwithstanding the foregoing, an Owner or Occupant may install and maintain a flagpole upon the Owner's or Occupant's Lot or Parcel, provided that the location and size of such flagpole (and the number and size of any flag(s) mounted thereon) may be reasonably regulated by the Design Review Committee. Nothing in this Section 3.8 shall be deemed to prohibit Declarant or any Developer from installing and maintaining flagpoles on, at, or adjacent to model homes within the Project. Poles to which basketball backboards, goals, and related equipment are affixed shall be governed by Section 3.30.

3.9 Mineral Exploration. No Lot, Parcel, or other property shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, gas, earth, or any earth substance of any kind, except for the drilling, operation, and maintenance of any testing, inspection, or other water wells approved by Declarant.

3.10 Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, Parcel, or other property except in covered receptacles provided by the municipal waste management provider. In no event shall any trash container be stored or maintained so as to be Visible From Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection (e.g., twenty-four (24) hours before and after the scheduled time for collection). All rubbish, trash, or garbage shall be removed from Lots, Parcels, and other property and shall not be allowed to accumulate thereon. No outdoor incinerators shall be maintained on any Lot, Parcel, or other property. No provision of this Section 3.10 shall be deemed to forbid the use of temporary waste receptacles or containers for emergency purposes or incident to the construction of renovation or demolition of buildings or structures approved by the Design Review Committee.

3.11 Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed, or maintained on any Lot, Parcel, or other property so as to be Visible From Neighboring Property.

3.12 Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed, or maintained anywhere in or upon any Lot, Parcel, or other property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved by the Design Review Committee. No provision of this Declaration shall be deemed to forbid the erection of temporary power or telephone structures for emergency purposes or incident to the construction of buildings or structures approved by the Design Review Committee. Notwithstanding the foregoing, utility meters and related panels and similar equipment may be placed on outside building walls exposed to view from a street in order to comply with any requirements, regulations, orders, conditions, or specifications of any public, quasi-public, or private utility or any governmental agency or body, provided that reasonable efforts shall be made to avoid placing any such meter, panel, or other equipment on the outside front wall of a residence or other building facing the street running directly of such residence.

3.13 Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot, Parcel, or other property shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, bicycle

path, or pedestrian way from ground level to a height of eight (8) feet without the prior approval of the Design Review Committee.

3.14 Health, Safety, and Welfare. If additional uses, activities, or facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety, or welfare of Owners, Lessees, and Occupants, the Board may make rules restricting or regulating their presence in the Project as part of the Association Rules or may direct the Design Review Committee to make rules governing their presence on Lots, Parcels, or other property as part of the Design Guidelines.

3.15 Model Homes. Any provisions of this Declaration or Tract Declarations which prohibit non-residential use of Lots and certain Parcels and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes or other model Residential Units of any kind (including, without limitation, any used in whole or in part as sales offices) (collectively, "**Models**") by Persons engaged in the construction of Residential Units in the Project, or parking incidental to the visiting of such Models, so long as the construction, operation, and maintenance of such Models and parking otherwise comply with all of the provisions of this Declaration. The Design Review Committee may also permit Lots and other areas to be used for parking in connection with the showing of Models. Any homes or other structures constructed as Models shall cease to be used as Models at any time the Owner thereof is not actively engaged in the construction and sale of Residential Units in the Project, and no home or other structure shall be used as a Model for the sale of homes or other structures not located in the Project. Neither the provisions of this Section 3.15 nor the provisions of any other section of this Declaration or of any Tract Declaration shall restrict or prohibit the right of Declarant or a Declarant Affiliate to construct, operate and maintain Models in the Project.

3.16 Incidental Uses. The Design Review Committee may approve uses of property within a particular land use which are incidental to the full enjoyment of the Owners and Occupants of the property within that land use. Such approval may be subject to such regulations, limitations, and restrictions, including termination of the use, as the Design Review Committee may wish to impose, in its sole discretion, for the benefit of the Project as a whole.

3.17 Residential-Based Trades or Businesses. Lots and Residential Units in the Project are undoubtedly intended primarily to be used as dwellings. That said, current realities, technological advancements, and even government stay-at-home mandates have made it desirable or necessary for many Owners potentially to "work from home" (telecommute) or conduct a trade or business from their personal residence. An Owner or other Resident may conduct a business activity in a Residential Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residential Unit; (b) the business activity does not involve the door-to-door solicitation of Owners or other Residents in the Project; (c) the use of the Residential Unit for trade or business shall in no way destroy or be incompatible with the residential character of the Residential Unit or the surrounding neighborhood; (d) the trade or business shall be conducted only inside the Residential Unit or inside an accessory building or garage; (e) the trade or business shall be conducted by a Resident or Residents of the Residential Unit preferably with no employees but no more than two (2) employees working in or from such Residential Unit who is not a Resident thereof; (g) the volume of vehicular or pedestrian traffic or parking generated by such trade or business shall not result in congestion or be in excess of what is customary in a residential neighborhood; (h) a trade or business shall not utilize flammable liquids or hazardous materials in quantities not customary to a residential use; and (i) a trade or business shall not utilize large vehicles not customary to a residential use. The terms "business" and "trade" as

used in this Section 3.17 have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required for such activity. The leasing of a Residential Unit by the Owner thereof shall not be considered a trade or business within the meaning of this Section 3.17. Notwithstanding the foregoing, except as otherwise expressly permitted in a Tract Declaration applicable to the Lot or Parcel in question, no Lot or Parcel shall be subjected to or used for any timesharing, cooperative, weekly, monthly, or any other type or revolving or periodic occupancy by multiple owners, cooperators, licensees, or timesharing participants (including, for avoidance of doubt, VRBO, Airbnb, and similar sharing arrangements).

3.18 Animals. Except as otherwise permitted by a Tract Declaration applicable to the Lot or Parcel in question: (a) no animal, livestock, poultry or fowl of any kind, other than a reasonable number of house pets, shall be maintained on or in any Lot or Parcel and then only if they are kept or raised thereon solely as domestic pets and not for commercial purposes; (b) no house pets shall be permitted to make an unreasonable amount of noise or create a nuisance; and (c) no structure for the care, housing, or confinement of any pet shall be Visible From Neighboring Property. Notwithstanding the foregoing, no pets may be kept on or in any Lot or Parcel which, in the opinion of the Board, result in an annoyance to other Owners or Occupants in the vicinity. Pets must be leashed when not on property owned by the pet's owner or on which the pet's owner is a Resident or guest, and persons walking any pet shall promptly and properly remove and dispose of the pet's waste.

3.19 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot or Parcel, except: (a) such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction (during the period of construction) of a building, appurtenant structures, or other Improvements; and (b) that which Declarant or the Association may permit or require for the development, operation, and maintenance of the Project.

3.20 Signs. No signs whatsoever (including, but not limited to commercial, political, "for sale," "for rent," and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any Lot or Parcel except:

- (a) Signs required by legal proceedings.
- (b) Residence identification signs provided the size, color, content, and location of such signs have been approved in writing by the Design Review Committee.
- (c) Signs of Developers approved from time to time by the Design Review Committee as to number, size, color, design, message content, location, and type.
- (d) Such construction job identification signs, business identification signs, and subdivision identification signs which are in conformance with the requirements of Lake Havasu City, Mohave County, or any other municipality or governmental agency having jurisdiction over the property and which have been approved in writing by the Design Review Committee as to number, size, color, design, message content, and location.

(e) Temporary "Open House" signs indicating that a Residential Unit is available for inspection by interested parties, but such signs may only be erected or maintained during the hours of 10:00 a.m. through 6:00 p.m. on Saturdays, Sundays, legal holidays, or other days designated by the Design Review Committee.

(f) Temporary "for sale" signs, which shall be subject to any limitations as to such signs adopted by the Design Review Committee, and which shall not be allowed to remain on a Lot or Parcel for more than a total of one hundred eighty (180) days during any 365-day period.

3.21 Required Approvals for Further Property Restrictions.

(a) All proposed site plans and subdivision plats for any Lot or Parcel, or any portion thereof, must be approved in writing by the Design Review Committee prior to Recordation thereof or commencement of construction on the applicable Lot or Parcel. No Lot, or portion thereof, shall be further subdivided, and no portion less than all of any such Lot, or any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Design Review Committee, provided that nothing in this Section 3.21 shall be deemed to prohibit sales by Declarant or a Developer of Lots into which a Parcel is divided, so long as the plat(s) and other items required to be approved under this Section 3.21 have been so approved.

(b) No further covenants, conditions, restrictions, or easements shall be Recorded against any Lot or Parcel, or portion thereof, without the prior written approval of the Design Review Committee.

(c) No applications for rezoning, variances or use permits, or for waivers of or modifications to existing variances, use permits, zoning stipulations, or similar restrictions shall be filed with any governmental authority or agency without the prior written approval of the Design Review Committee, and then only if such proposed zoning, variance, or use, or waiver or modification, is in compliance with this Declaration, any applicable Tract Declaration, and the Development Plan.

(d) No subdivision plat, easement, declaration of further covenants, conditions, restrictions, or easements or other instrument which is to be Recorded and which is required by this Section 3.21 to be approved by the Design Review Committee shall be effective unless the required approval is evidenced on such instrument by the signature of an authorized representative of the Design Review Committee.

(e) No site plan, subdivision plat, or further covenants, conditions, restrictions, or easements, and no application for rezoning, variances, or use permits shall be submitted to Lake Havasu City, Mohave County, or any other governmental authority or agency unless the same has first been approved in writing by the Design Review Committee as provided in this Section 3.21; further, no changes or modifications shall be made in any such documents, instruments, or applications once the same have been approved by the Design Review Committee hereunder (whether requested by Lake Havasu City, Mohave County, or otherwise) unless such changes or modifications have first been approved by the Design Review Committee in writing. Notwithstanding the foregoing, Declarant shall not be required to seek or obtain any of the approvals or consents otherwise required under this Section 3.21 as to any Lot or Parcel, or any portion of either, of which Declarant is the Owner.

3.22 Vehicles.

(a) Except as otherwise provided in this Section 3.22, all Vehicles owned or leased by an Owner or Occupant must be parked, kept, maintained, stored, constructed, reconstructed, or repaired only within a fully enclosed garage on such Owner's or Occupant's Lot or Parcel.

(b) Notwithstanding Section 3.22(a), above, (i) automobiles, minivans, and passenger Vehicles of Owners or Occupants of a Lot, or of guests or visitors of Owners or Occupants of a Lot, may be parked outside on a driveway on such Lot (and, subject to such rules and regulations as may be adopted by the Board, on adjacent streets or roadways on a short-term basis during daylight and evening hours, and, on an occasional basis only, automobiles, minivans, and other primarily passenger Vehicles of guests or visitors of Owners or Occupants of a Lot may be parked on adjacent streets or roadways on a short term basis overnight, provided that the Board may adopt rules or regulations relating to the number or frequency of guest or visitor Vehicle parking, if it determines, in its discretion, that such rules or regulations are necessary); (ii) service, repair, or delivery vehicles may be parked on a Lot or Parcel, but only for the period reasonably required to effect the needed service, repair, or delivery; and (iii) a temporary construction trailer may be placed and maintained on a Lot or Parcel in connection with construction of Improvements on that Lot or Parcel, but only if that temporary construction trailer, its location on the Lot or Parcel, and the period during which it will be permitted to remain on the Lot or Parcel are approved in writing by the Design Review Committee.

(c) Recreational vehicles, motor homes, and similar Vehicles owned or leased by an Owner or Occupant which exceed seven (7) feet in height and/or exceed eighteen (18) feet in length may be parked in the driveway on a Lot for the purpose of loading or unloading, but in no event shall such recreational vehicle, motor home, or similar vehicle be parked in the driveway for more than twenty-four (24) consecutive hours or for more than forty-eight (48) hours within any seven (7) day period.

(d) No Vehicle of any kind may be stored on a Lot or other portion of the Property except in a garage, and no Vehicle of any kind may be stored on the Common Area. For purposes of this Section 3.22, a Vehicle shall be deemed stored if it is covered by a car cover, tarp, or other material, whether or not such Vehicle is operable. Notwithstanding the foregoing, a recreational vehicle, motor home, or similar Vehicle may be parked or stored in a side yard on a Lot so long as it is screened from view in a manner approved in writing, in advance, by the Design Review Committee and so long as, in the opinion of the Design Review Committee, neither it nor such screening obstructs or interferes with views from other Lots within the Project.

(e) Except for emergency repairs, no Vehicle shall be repaired, constructed, or reconstructed on the Property except within a fully enclosed garage. Except as expressly provided in this Section 3.22, no Vehicle shall be parked on any roadway or street within or adjacent to the Property. The Design Review Committee may adopt, and from time to time amend, rules governing parking within the Property of Vehicles used in connection with the construction or reconstruction of Improvements on any Lot or Parcel (including, without limitation, Vehicles used by construction workers for transportation to and from the job site); the provisions of this Section 3.22 shall not be deemed to prohibit the Design Review Committee from adopting or amending such rules, nor from adopting such rules which may, under such circumstances as the Design Review Committee deems appropriate in its discretion, waive or modify the provisions of this Section 3.22 for limited periods of time during periods of construction or reconstruction of Improvements on Lots or Parcels within the Property.

3.23 Towing of Vehicles. The Board has the right, without notice, to have any Vehicle which is parked, kept, maintained, constructed, reconstructed or repaired in violation of the Project Documents towed away at the sole cost and expense of the owner of the Vehicle. Any expense incurred by the Association in connection with the towing of any Vehicle must be paid to the Association upon demand by the owner of the Vehicle. If the Vehicle is owned by an Owner or Occupant, any amounts payable to the Association will be secured by the lien for Assessments created under Section 6 against that Owner's or Occupant's Lot, and the Association may enforce collection of those amounts in the same manner provided for in this Declaration for the collection of Assessments. Notwithstanding the foregoing, reasonable Board discretion and variances relating to the provisions of this Section 3.23 may be considered on a case-by-case basis, and the provisions of this Section 3.23 should not construed as creating a restriction on Owners or Occupants holding parties or events at their residences where guest parking is required, so long as such Owners and Occupants use reasonable means to ensure that ingress and egress from roads and driveways within the Project are not blocked.

3.24 Variances. The Design Review Committee may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this Section 3 or in any Tract Declaration if the Design Review Committee determines in its discretion that (a) a restriction would create an unreasonable hardship or burden on an Owner or Occupant or a change of circumstances since the recordation of this Declaration had rendered such restriction obsolete; and (b) the activity permitted under the variance will not have any substantial adverse effect on Owners and Occupants and is consistent with the high quality of life intended for residents of the Project.

3.25 Change of Use of Common Area. Upon (a) adoption of a resolution by the Board stating that the Board's opinion the then present use of a designated part of the Common Area is no longer in the best interest of the Owners; and (b) the approval of such resolution by Members casting more than fifty percent (50%) of the votes entitled to be cast by Members who are present in person or by proxy at a meeting duly called for such purpose and who are entitled to use such Common Area under the terms of this Declaration or any Tract Declaration, the Board shall have the power and right to change the use thereof (and in connection therewith, construct, reconstruct, alter, or change the buildings, structures, and improvements thereon in any manner deem necessary by the Board to accommodate the new use), provided such new use shall be consistent with any zoning regulations restricting or limiting the use of the Common Area. This Section 3.25 shall not apply to, or be deem to limit in any way, the right and power of the Association under Section 4.1(a)(i) to grant easements over, under, or through portions of the Common Area, or to dedicate portions of the Common Area, to public, quasi-public, or private utility companies, municipalities, or other governmental agencies or entities, in connection with at the time of development of property within or adjacent to the Project, where required or requested by a municipality or other governmental agency or entity, or any public, quasi-public, or private utility company.

3.26 Drainage. No Residential Unit, structure, building, landscaping, fence, wall, or other Improvement shall be constructed, installed, placed, or maintained in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the drainage plans for the Project, or any part thereof, or for any Lot or Parcel as shown on the drainage plans on file with the county or municipality in which the Project is located.

3.27 Garages and Driveways. The interior of all garages shall be maintained in a neat, clean, and slightly condition. Garages shall be used only for parking vehicles and storage, and shall not be used or converted for living or recreational activities.

3.28 Rooftop HVAC Equipment Prohibited. No heating, ventilating, air conditioning, or evaporative cooling units or appurtenant equipment may be mounted, installed, or maintained on the roof of any Residential Unit or other building so as to be Visible From Neighboring Property without the express, prior written consent of the Design Review Committee.

3.29 Solar Collecting Panels or Devices. Declarant recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power for residential use. At the same time, Declarant desires to promote and preserve the attractive appearance of the Property and the improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to prior approval of the plans therefor by the Design Review Committee, solar collecting panels and devices may be placed, constructed, or maintained upon any Lot within the Property so long as such solar collecting panels and devices are placed, constructed, and maintained in such locations) and with such means of screening or concealment as the Design Review Committee may reasonably deem appropriate to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed from any street or from any other property (whether within or outside the Property). Notwithstanding any other provision of this Declaration to the contrary, Declarant (during the Period of Declarant Control) or the Board (after the expiration or termination of the Period of Declarant Control) shall have the right, without the consent or approval of any Owner or other Person, to amend this Section 3.29 (which amendment may, without limitation, impose additional or different restrictions on solar collecting panels and devices) as Declarant or the Board (as applicable) deems appropriate if, after the date this Declaration is Recorded, Section 33-439 of the Arizona Revised Statutes (or any successor thereto) is amended, repealed, or replaced.

3.30 Basketball Goals and Play Structures. So long as any basketball goal, backboard, swing set, jungle gym, or similar structure or device is placed or constructed within the confines of an individual Lot, no approval shall be required for such structures. No such play structure (in particular wheeled/mobile basketball goals, hockey nets, and similar items) may remain in the street or roadway in front of a Lot while not in use.

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 Parcel unless such tanks are buried underground. Nothing herein shall be deemed to prohibit use or storage upon any Lot or Parcel of an aboveground propane or similar fuel tank with a capacity of twenty (20) gallons or less used in connection with a normal residential gas barbecue, grill, or fireplace or a spa or "hot tub," so long as any such tank either: (a) has a capacity of twenty (20) gallons or less; or (b) is appropriately stored, used, and/or screened in accordance with the Design Guidelines or as otherwise approved by fire Design Review Committee, so as not to be Visible From Neighboring Property.

3.32 Exterior Lighting. Exterior lighting shall be permitted on a Lot or Parcel so long as: (a) the source of such lighting is not Visible From Neighboring Property; (b) such lighting is limited to that which is reasonably necessary for the safety and convenience of the Occupants of such Lot or Parcel; and (c) such lighting conforms to such other requirements as may be imposed by the Design Review Committee. Notwithstanding the foregoing, but subject to reasonable regulation by the Design Review Committee, Owners or Occupants of Lots or Parcels may display temporary holiday lighting during the period from November 1 through the immediately following January 31, and during the period beginning one (1) week before and ending one (1) week after any nationally recognized holiday not falling within such November 1 through January 31 period.

3.33 Nonrefundable Fee for Construction Cleanup. Each Lot shall be charged a one-time, nonrefundable fee of \$1,500, chargeable against the Lot at the time of submission of plans to the Design Review Committee, for the costs of cleanup either during or following construction of Improvements. For avoidance of doubt, this fee is only chargeable on the purchase of vacant Lots and not on improved Lots, but will be charged on the purchase of a vacant Lot irrespective of how many times a vacant Lot may be sold prior to the construction of Improvements. Payment of said fee is not to be construed as a waiver by the Association of an individual Owner's responsibility to clean up construction debris, excess materials, or trash during and following construction, which is the responsibility of each Owner.

3.34 Declarant's Exemption. Nothing contained in this Declaration or in any Tract Declaration shall be construed to prevent the construction, installation, or maintenance by Declarant, any Declarant Affiliate, or any agents or contractors thereof during the period of development, construction, and sales on the Property, of Improvements, landscaping, or signs deemed necessary or convenient by Declarant, in its sole discretion, to the development or sale of property within the Project.

4. Easements

4.1 Utility Easement. There is hereby created an easement upon, across, over, and under the Common Area, Lots, Parcels, and other property for reasonable ingress, egress, installation, replacement, repair, or maintenance of all utilities, including, but not limited to, gas, water, sewer, telephone, cable television, data, and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to install and maintain the necessary equipment on the Common Area, Lots, Parcels, and other property but no sewers, electrical lines, water lines, or other utility or service lines may be installed or located on the Common Area, Lots, Parcels, and other property except as initially designed, approved, and/or constructed by Declarant or as approved by the Board (and, in the case of a Lot or Parcel, by the Owner of such Lot or Parcel). If any utility company requests that a more specific easement be granted in its favor in substitution for the blanket easement hereby established with respect to the Common Area, the Association shall have the power and authority, without the need for any consent by the Owners or any other Person, to grant the more specific easement on such terms and conditions as the Board deems appropriate.

4.2 Declarant's Use and Easements.

(a) Declarant shall have the right and an easement (which, in its discretion, it may delegate to and/or share with one or more Developers, upon and subject to such terms and conditions as Declarant may deem appropriate) to maintain sales or leasing offices, management offices, and Models throughout the Project and to maintain one or more advertising signs on the Common Area with respect to the sales of Lots, Parcels, or other property in the Project. Declarant reserves the right (which, in its discretion, it may delegate to and/or share with one or more Developers, upon and subject to such terms and conditions as Declarant may deem appropriate) to place Models, management offices, and sales and timing offices on any Lots, Parcels, or other property owned by Declarant (or by such Developers), as applicable) and on any portion of the Common Area in such number, of such size and in such locations as Declarant deems appropriate.

(b) Declarant shall have the right and an easement on and over the Common Area to construct all Improvements Declarant may deem necessary and to use the Common Area and any Lots, Parcels and other property owned by Declarant for construction or renovation related purposes including

the storage of tools, machinery, equipment, building materials, appliances, supplies, and fixtures, and the performance of work respecting the Project and property adjacent to the Project.

(c) Declarant shall have the right and an easement upon, over, and through the Common Area as may be reasonably necessary for the purpose of exercising the rights granted to or reserved by Declarant in this Declaration.

4.3 Easement in Favor of Association. The Lots and Parcels made subject to the following easements in favor of the Association and its directors, officers, agents, employees, and independent contractors:

(a) For inspection during reasonable hours of the Lots and Parcels in order to verify the performance by Owners or other Persons of all items of maintenance and repair for which they are responsible;

(b) For inspection, maintenance, repair and replacement accessible only from such Lots or Parcels;

(c) For correction of emergency conditions on one or more Lots, Parcels, or on portions of the Common Area accessible only from such Lots or Parcels;

(d) For the purpose of enabling the Association, the Board, the Design Review Committee, or any other committees appointed by the Board to exercise and discharge during reasonable hours their respective rights, powers, and duties under the Project Documents;

(e) For inspection during reasonable hours of the Lots and Parcels in order to verify that the Owners and Occupants, and their guests, tenants, and invitees are complying with the provisions of the Project Documents.

5. **The Association; Organization; Membership and Voting Rights**

5.1 Formation of Association. The Association shall be a Arizona nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles, the Bylaws, and this Declaration. In the event of any conflict or inconsistency between this Declaration and the Articles, Bylaws, Association Rules or Design Guidelines, this Declaration shall control.

5.2 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws. Unless the Project Documents specifically require the vote or written consent of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board. The Board may appoint various committees at its discretion. The Board may also appoint or engage a manager to be responsible for the day-to-day operation of the Association and the Common Area; the Board shall determine the compensation to be paid to any such manager. During the Period of Declarant Control, the members of the Board shall be appointed by, and serve at the pleasure of, Declarant; after the Period of Declarant Control, the members of the Board shall be elected by the Members in accordance with the Articles and Bylaws, for the terms specified therein. During the Period of Declarant Control, Declarant may, at its option and in its sole discretion, allow the Members to elect one or more members of the Board for such period and on such other terms as Declarant may impose, but in such case, notwithstanding any

other provision of the Project Documents to the contrary, during the Period of Declarant Control, Declarant may nevertheless remove as a member of the Board any individual so elected by the Members, without the consent or approval of the members, the individual so removed or any other member of the Board.

5.3 Association Rules. The Board may, from time to time, and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations pertaining to: (a) the management, operation, and use of the Common Area; (b) minimum standards for any maintenance of Common Areas, Lots, and Parcels within the Project; or (c) any other subject within the jurisdiction of the Association. If there arises any conflict or inconsistency between the provisions of this Declaration and the Association Rules, the provisions of this Declaration shall prevail.

5.4 Personal Liability. No member of the Board, the Design Review Committee or any other committee of the Association, no officer of the Association and no manager or other employee of the Association shall be personally liable to any Member, or to any other Person including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board or any member thereof the Design Review Committee or any member thereof the manager, any representative, or employee of the Association, any officer of the Association or any member of any other committee of the Association; provided, however, the limitations set forth in this Section 5.4 shall not apply to any person who has acted in good faith or has engaged in willful or intentional misconduct.

5.5. Implied Rights. The Association may exercise any right or privilege given to the Association expressly by the Project Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Project Documents or reasonably necessary to effectuate any such right or privilege.

5.6 [Reserved]

5.7 Membership in the Association. Every Owner of a Lot or Parcel which is Assessable Property shall be a Member of the Association, and Declarant shall be a Member of the Association so long as it owns any part of the Project (unless and until Declarant expressly relinquishes in writing its status as a Member). Each such Owner shall have the following number of Memberships in the Association:

(a) An Owner shall have one (1) Membership for each Lot owned by that Owner.

(b) Where an Owner owns a Parcel subject to a Tract Declaration which (i) is applicable only to that Parcel; and (ii) assigns a specific number of Memberships to such Parcel, such Owner shall have, with respect to that Parcel, the number of Memberships so assigned.

(c) Where an Owner owns a Parcel subject to a Tract Declaration which applies to other Assessable Property in addition to that Parcel, and which assigns a specific aggregate number of Memberships to all property subject to that Tract Declaration (the "**Total Tract Memberships**"), then, unless the Tract Declaration specifically provides otherwise (and unless and until that Parcel is subdivided into Lots), the number of Memberships attributable to that Parcel shall be determined as follows:

(i) if the other Assessable Property covered by that Tract Declaration consists only of Lots, the number of Memberships attributable to that Parcel shall equal the Total Tract Memberships less the total number of such Lots;

(ii) if the other Assessable Property consists only of one or more other Parcels, the number of Memberships attributable to each of the Parcels subject to the Tract Declaration shall be determined by allocating the Total Tract Memberships among such Parcels proportionately based on their respective sizes (measured in net acres), as reasonably determined and allocated by Declarant; and

(iii) if the other Assessable Property consists of Lots and one or more other Parcels, the number of Lots shall first be subtracted from the Total Tract Memberships, and the remaining number of Memberships shall be allocated among all Parcels subject to the Tract Declaration in the manner provided in paragraph (b) above.

(d) In the case of a Parcel with respect to which no Tract Declaration has yet been Recorded, the Owner of the Parcel shall have one Membership for each Residential Unit permitted on such Parcel under then-current zoning. Total Memberships attributable to a Parcel with respect to which no Tract Declaration has yet been Recorded shall, upon Recordation of a Tract Declaration, be adjusted and redetermined in accordance with the provisions of this Section 5.7. Further, as to any Parcel which is subdivided into Lots, upon such subdivision the Memberships attributable to such Lots shall be adjusted and re-determined in accordance with Section 5.7(a) (and, as to any portion of such Parcel which is not subdivided and therefore itself constitutes a Parcel, the total Memberships attributable to such "new" Parcel shall be adjusted and redetermined in accordance with this Section 5.7).

(e) If, at any time when Declarant is a Member of the Association but would have no Memberships under Sections 5.7(a), 5.7(b), 5.7(c), or 5.7(d). Declarant shall nevertheless be deemed to have one (1) Membership, provided, however, that the number of votes held by Declarant shall be determined under Section 5.8.

5.8 Votes in the Association.

(a) Each Owner other than Declarant shall be entitled to one (1) vote for each Membership held by such Owner.

(b) Until the expiration or termination of the Period of Declarant Control, Declarant shall be entitled to the number of votes equal to the aggregate number of Lots *minus* the total number of outstanding votes held at the time by Owners other than Declarant. After the expiration or termination of the Period of Declarant Control, Declarant shall have one (1) vote for each Membership held by Declarant. Notwithstanding anything to the contrary in this Declaration until expiration or termination of the Period of Declarant Control, Declarant shall be deemed to hold and be entitled to cast all votes attributable to Lots or Parcels owned by any Developer or Declarant Affiliate which, so long as Declarant is deemed to hold and be entitled to cast same, shall be deemed to be Class B votes.

(c) Until the expiration or termination of the Period of Declarant Control: (i) the Association shall be deemed to have two classes of Members, Class A and Class B; (ii) Declarant shall be the Class B Member, and all votes held by Declarant shall be Class B votes; (iii) all Owners other than Declarant shall be Class A Members, and all votes held by such Owners shall be Class A votes. Following expiration or termination of the Period of Declarant Control, the Association shall be deemed to have a single class of Members and votes. Notwithstanding the foregoing, however, except as otherwise expressly provided in this Declaration or in any of the other Project Documents, any issue put to a vote at a duly called meeting of Members at which a quorum is present shall be decided by a simple majority of

all votes represented in person or by valid proxy at such meeting, regardless whether such votes are otherwise deemed to be Class A votes or Class B votes.

5.9 Voting Procedures. A change in the ownership of a Lot or Parcel shall be effective for voting purposes from the time the deed or other instrument effecting such change is Recorded; the Board shall thereafter be given written notice of such change and provided satisfactory evidence thereof. The vote for each such Lot or Parcel must be cast as a unit, and fractional votes shall not be allowed. In the event that a Lot or Parcel is owned by more than one Person and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Lot or Parcel, it will thereafter be conclusively presumed for all purposes that he, she or it was acting with the authority and consent of all other Owners of the same Lot or Parcel unless objection thereto is made at the time the vote is cast. In the event more than one Owner attempts to cast the vote or votes for a particular Lot or Parcel, the vote or votes for that Lot or Parcel shall be deemed void and shall not be counted.

5.10 Transfer of Membership. The rights and obligations of any Member other than Declarant shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of an Owner's Lot or Parcel, and then only to the transferee of ownership of the Lot or Parcel. A transfer of ownership of a Lot or Parcel may be effected by deed, intestate succession, testamentary disposition, foreclosure, or such other legal process as is now in effect or as may hereafter be established under applicable law. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Lot or Parcel shall operate to transfer the Membership appurtenant to said Lot or Parcel to the new Owner thereof. Each Purchaser of a Lot or Parcel shall notify the Association of his, her, or its purchase of a Lot or Parcel. The Association may require the Purchaser of a Lot or Parcel to pay to the Association a transfer fee in an amount to be set by the Board, and the transfer fee shall be secured by the lien for Assessments created under Section 6.

5.11 Design Review Committee.

(a) The Association shall have a Design Review Committee to perform the functions assigned to it as set forth in this Declaration. So long as Declarant owns any Lot, Parcel or other property within the Project, the Design Review Committee shall consist of three (3) members, each of whom shall be appointed by, and serve at the pleasure of, Declarant. At such time as Declarant no longer owns any Lot or Parcel, the Design Review Committee shall be the Board or, if the Board elects, no more than three (3) persons, each of whom shall be appointed by, and serve at the pleasure of the Board. Declarant may at any time voluntarily surrender in writing its right, as Declarant, to appoint and remove the members of the Design Review Committee under this Section 5.11(a), and if Declarant may require, for so long as Declarant owns any Lot, Parcel or other property within the Project, that specified actions of the Design Review Committee, as described in a Recorded instrument executed by Declarant, be approved by Declarant before they become effective. If at any time no members have been appointed to the Design Review Committee, or due to resignations, removals, or other causes there are no members then serving on the Design Review Committee, the Board shall constitute the Design Review Committee. There shall be no prohibition or restriction on any one or more members of the Board serving on the Design Review Committee.

(b) The Design Review Committee may promulgate architectural design guidelines and standards (including, but not limited to, color palettes and plant materials) to be used in rendering its decisions. Irrespective of the existence of said design guidelines, the decision of the Design Review

Committee shall be final on all matters submitted to it under this Declaration. As provided in Section 3.2, the Design Review Committee has established a refundable fee, payable at the time the request for approval is submitted, to be held by the Design Review Committee until the issuance of a certificate of occupancy for Improvements on Lots and the Design Review Committee's review and approval of same.

(c) No member of the Design Review Committee shall be personally liable to any Owner, the Association, or any other Person for any mistake of judgment or for any other acts or omissions of any nature whatsoever (including, without limitation, any mistake in judgment, negligence, malfeasance, or nonfeasance) except for willful or intentional misconduct or fraud. The Association shall indemnify and hold harmless the members of the Design Review Committee, and their respective heirs and legal representatives, against all contractual and other liabilities to others arising out of: (a) contracts made by the Design Review Committee, within the scope of and in the course of performing its duties hereunder; (b) acts or omissions of such members of the Design Review Committee; or (c) their status as members of the Design Review Committee; provided, however, that such indemnification shall not be applicable where any such contract, act, or omission constitutes willful or intentional misconduct or fraud. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, reasonable attorneys' fees and disbursements, amounts of judgments paid, and settlement amounts) actually and reasonably incurred in connection with the defense of any claim, action, suit, or proceeding, whether civil, criminal, administrative, or other, in which any such member of the Design Review Committee may be involved by virtue of being or having been a member of the Design Review Committee; provided, however, that such indemnity shall not be operative with respect to: (i) any matter as to which a member of the Design Review Committee shall have finally been adjudged in such action, suit, or proceeding to be liable for willful or intentional misconduct or fraud in the performance of his or her duties as such member of the Design Review Committee; or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by the Board, there is no reasonable ground for such member of the Design Review Committee being adjudged liable for willful or intentional misconduct or fraud in the performance of his or her duties as a member of the Design Review Committee.

(d) Subject to the provisions of Section 5.11(c), neither the Association, the Board, nor the Design Review Committee, nor any of the members of any of them, shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications. Further, the design and construction of any Improvement shall be the sole responsibility of the Owner and any recommendation, requirement, or condition with respect to any plans or specifications or the means or method of construction made by the Design Review Committee or any member thereof shall not alter the Owner's responsibility for the safe and proper design and construction of said Improvement, nor shall it give rise to any claim by anyone against the Association, the Board or the Design Review Committee or any member of any of them for any defect in design or construction of any Improvement.

6. Covenant for Assessments and Creation of Lien

6.1 Regular and Special Assessments. Declarant, as to each Lot currently owned by Declarant, and each Owner of a Lot or Parcel upon delivery of the deed transferring a Lot to said owner, shall be deemed to covenant to pay regular Assessments and special Assessments (if any) levied as hereinafter provided. The regular and special Assessments, together with interest and costs of collection as hereinafter provided, shall be a charge on the real property and Recordation of this Declaration perfects the lien for

Assessments created under Section 6.4 upon each Lot against which an Assessment is made. Each Assessment, together with such interest and costs, shall also be the personal obligation of the person who was the owner of such Lot at the time such Assessment became due and payable. If there is more than one (1) owner of a particular Lot, each owner shall be jointly and severally liable.

6.2 Assessment Amount. Regular Assessments shall be Seventy-Five Dollars (\$75) per month, to be billed and paid semi-annually (on or prior to January 15 and July 15 of each calendar year, and prorated for partial periods based on transfers of ownership of Lots), the purpose of said Assessments being solely for (i) maintenance of the entry gate and fixtures related thereto (but not the initial cost of construction), (ii) road maintenance (primarily sealing and striping), (iii) other general Common Area maintenance; (iv) utilities services for Common Areas; (v) insurance; and (vi) other such reasonable and necessary expenses of the Association as may be necessary as determined by the Board in its sole and absolute discretion. Special Assessments (if any) may be levied by the Association with the consent of the Board. Special Assessments may be collected as a lump sum or in installments, at the discretion of the Board. Any late payment of an Assessment may be charged interest at a rate of one and one-half percent (1.5%) per month, compounding, so long as such late assessment remains outstanding.

6.3 Infraction Assessments. The Board may, in its discretion, levy infraction Assessments against a Lot for uncured violations of the restrictive covenants contained herein, provided that the Association must follow the due process provisions of the Bylaws.

6.4 Assessment Lien. Declarant, for each Lot and Parcel, hereby covenants and agrees, and each Owner, other than Declarant, by becoming the Owner of a Lot or Parcel, is deemed to covenant and agree to pay Assessments to the Association in accordance with the provisions of this Section 6. Said Assessments, together with interest, late charges, collection costs (including reasonable attorneys' fees) shall be a charge on the Lot or Parcel and shall be a continuing lien upon the Lot or Parcel against which each such Assessment is made. Each said Assessment and other charges shall also be the personal obligation of each Owner of a Lot or Parcel, but no such personal obligation for Assessments shall pass to the successor in title of the Owner unless expressly assumed by said successor in title, but the lien created by this Section 6.4 shall continue against the applicable Lot or Parcel until all delinquent Assessments are paid in full.

7. Maintenance

7.1 Association Common Areas and Rights of Way. The Association, or its duly delegated representative, shall manage, maintain, repair, and replace the Common Area and all Improvements located thereon and any public rights-of-way, except the Association shall not be obligated to maintain areas which any governmental entity or any utility company is maintaining or is obligated to maintain. The Association, or its duly delegated representative, shall manage, maintain, repair, and replace the entrance gate and landscaping. The Board shall be the sole judge as to the appropriate maintenance of all Common Area and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Board or by its duly delegated representative.

7.2 Lots and Parcels. Each Owner of a Lot or Parcel shall be responsible for maintaining, repairing, or replacing his, her, or its Lot or Parcel, and all buildings, Residential Units, landscaping, or other Improvements situated thereon, except for any portion of the Lot or Parcel which is Common Area. All buildings, Residential Units, landscaping, and other Improvements shall at all times be kept in good

condition and repair. Landscaping shall be maintained as required by Section 3.4. All Lots and Parcels upon which no Residential Units or other Improvements have been constructed shall be maintained in a weed free and attractive manner.

7.3 Installation of Landscaping. The Owner of a Lot shall install (if not already installed) grass, trees, plants, and other landscaping improvements (together with an irrigation system sufficient to adequately water any grass, trees, plants, and other landscaping improvements): (a) in the front yard of the Lot and in any side or back yard of the Lot which is not fully enclosed by a solid fence or wall at least five (5) feet high, not later than ninety (90) days after the date on which the Residential Unit on the Lot is completed; and (b) in any side or back yard of the Lot which is fully enclosed by a solid fence or wall at least five (5) feet high, not later than three hundred sixty-five (365) days after the date on which the Residential Unit on the Lot is completed. If landscaping and an irrigation system are not installed on a Lot in the manner and by the applicable dates provided for in this Section 7.3, the Association shall have the right, but not the obligation, to enter upon such Lot to install such landscaping improvements as the Association deems appropriate (together with an irrigation system sufficient to adequately water the same), and the cost of any such installation shall be paid to the Association by the Owner of the Lot, upon demand from the Association. Any amounts payable by an Owner to the Association under this Section 7.3 shall be secured by the lien for Assessments under Section 6 hereof, and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

7.4 Improper Maintenance and Use of Lots and Parcels. If any portion of any Lot or Parcel is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots and Parcels or other areas of the Project which are substantially affected thereby or related thereto, or if any portion of a Lot or Parcel is being used in a manner which violates this Declaration or any Tract Declaration applicable thereto, or if the Owner of any Lot or Parcel is failing to perform any of its obligations under the Project Documents or any Tract Declaration applicable thereto, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and give notice thereof to the offending Owner that unless corrective action is taken within thirty (30) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said 30-day period the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become a part of the Assessment to which the offending Owner and the Owner's Lot or Parcel is subject and shall be secured by the lien for Assessments created under Section 6.

8. Insurance

8.1 Required Insurance: Scope. The Association must maintain property insurance, liability insurance, workmen's compensation insurance, and other insurance in such amounts and covering such risks as the Board determines from time to time to be appropriate to protect the Association or the Owners, or to comply with applicable law. No insurance policy shall allow for rights of subrogation with respect to claims against the Association or its agents or employees, or with respect to claims against Owners or Occupants. No act or omission of an Owner, unless acting in said Owner's capacity as a member of the Board, will void any Association insurance policy. Each Association hazard insurance policy must contain a standard mortgagee clause providing that the carrier must notify any Mortgagee named in the policy at least ten (10) days in advance of the effective date of any modification, reduction, or cancellation of the policy.

8.2 Certificates of Insurance. An insurer which has issued an insurance policy under this Section 8 must issue a certificate or a memorandum of insurance to the Association and, upon request, to any Owner or Mortgagee. Any insurance obtained under this Section 8 shall not be canceled until thirty (30) days after notice of the proposed cancelation has been sent to the Association and to each Owner and each Mortgagee to whom certificates of insurance have been issued.

8.3 Payment of Premiums. The premiums for any insurance obtained by the Association under this Declaration will be included in the budget of the Association and paid by the Association.

8.4 Payment of Insurance Proceeds. With respect to any loss to the Common Area covered by property insurance obtained by the Association, the loss shall be adjusted with the Association and the insurance proceeds payable to the Association and not to any Mortgagee.

8.5 Repair and Replacement of Damaged or Destroyed Property. Any portion of the Common Area which is damaged or destroyed will be repaired or replaced promptly by the Association unless such repair would be in violation of law or ordinance or Owners representing at least eighty percent (80%) of the total votes in the Association vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds, or any deductibles, will be paid by the Association. Excess insurance proceeds, if any, may be retained by the Association as capital reserves or used for payment of operating expenses.

9. General Provisions

9.1 Enforcement. The Association may enforce the Project Documents in any manner provided for in the Project Documents or at law or equity, including:

(a) reasonable monetary fines established by the Association, but only after notice of alleged violations have been provided to Owners, Occupants, or Lessees with sufficient time to respond and take corrective action;

(b) suspending Owner voting rights;

(c) suspending Association services to said Owner, Occupant, or Lessee;

(d) exercising self-help remedies provided in the Project Documents;

(e) towing vehicles; and

(f) filing suit at law or in equity to enjoin a violation of the Project Documents, to compel compliance, to recover fines or money damages, or to obtain such other relief as to which the Association may be entitled.

Owners may enforce this Declaration in any manner available at law or in equity.

9.2 Amendment. These restrictions and covenants may be amended, in whole or in part, at any time by the vote of at least sixty-seven percent (67%) of the votes in the Association, or in accordance with any other voting provisions set forth in the Project Documents. So long as Declarant holds at least sixty-seven percent (67%) of the votes in the Association, Declarant may amend this Declaration in its sole discretion without the consent of any other Person. Declarant or the Association may amend this Declaration at any time without the consent of any other Person in order to conform with the requirements

or guidelines of the Federal Housing Administration, the Veterans Administration, or any federal, state, or local governmental agency whose approval of the Project or Project Documents is required by law or requested by Declarant.

9.3 Deeds of Conveyance. Deeds of conveyance of property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

9.4 Remedies Cumulative. All rights and remedies of the Association under the Project Documents or at law or in equity are cumulative, and the exercise of one right or remedy shall not waive the Association's right to exercise any other right or remedy.

9.5 Term. This Declaration may be terminated upon the vote of at least ninety percent (90%) of the votes in the Association. Otherwise, this Declaration shall continue in full force and effect for a period of twenty (20) years, with automatic extensions of said original 20-year term of successive terms of ten (10) years each.

9.6 Interpretation. Except for judicial construction, the Association has the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions of this Declaration shall be conclusive, final, and binding.

9.7 Severability. Should any of the restrictive covenants in this Declaration be invalidated by law, regulation, or court decree, such invalidity of any such restrictive covenant shall in no way affect the validity of the remainder hereof.

9.8 No Partition. No Person acquiring any interest in the Property or any part thereof shall have a right to seek any judicial partition of the Common Area, nor shall any Owner sell, convey, assign, or otherwise alienate all or any of such Owner's interest in the Common Area except in connection with the sale or transfer of a Lot or Parcel.

9.9 FHA/VA.

(a) Notwithstanding any other provision of this Declaration or of any of the other Project Documents to the contrary, during the period: (i) commencing with the earlier of: (1) the date the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") first approves any subdivision in the Project for single family residential loan insurance or guarantee programs offered by FHA or VA; or (2) the date FHA or VA first insures or guarantees a loan on any Lot within the Project; and (ii) ending with the expiration or termination of the Period of Declarant Control:

(i) neither the Common Area nor any part thereof shall be dedicated without the prior approval of either FHA or VA except for: (A) minor adjustments to the boundaries of any Common Area or any other portion of the Property; and (B) dedications or grants of easements to the public, to any municipal or other governmental agency or entity, or to any public, quasi-public or private utility company as permitted by Section 4;

(ii) no amendment to this Declaration or to the Articles or Bylaws shall be effective without the prior approval of either FHA or VA (except to make clerical or technical corrections); and

(iii) the Association shall not be dissolved, or merged or consolidated with any other entity, without the prior approval of FHA or VA.

(b) As to any action required by this Section 9.9 to be approved by FHA or VA before becoming effective or before being taken, such action shall be submitted to FHA or VA for approval, and if the agency whose approval is requested does not disapprove the same, by written notice to the Association, Declarant, or other Person requesting such approval, within thirty (30) days after delivery to such agency of the request for approval, the action in question shall be deemed approved by such agency.

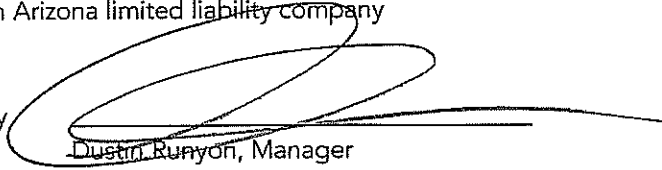
9.10 Dispute Resolution. Prior to any suit being filed, any party desiring to enforce the provisions of this Declaration or resolve a matter of interpretation hereof must first mediate said dispute with a mutually agreed mediator, with said mediation being completed within ninety (90) days of such dispute arising. Should mediation be unsuccessful, the parties thereafter may file any such dispute in a court of competent jurisdiction. Notwithstanding the foregoing, should emergency relief be required to enforce or enjoin a violation of this Declaration, mediation shall not be required to address said emergency.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first set forth above.

DECLARANT:

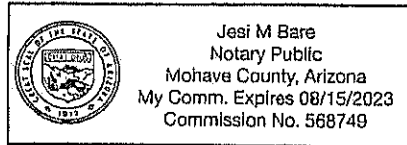
Enclaves 2, LLC
an Arizona limited liability company

By **APX West Investments, LLC**
an Arizona limited liability company

By 
Dustin Runyon, Manager

STATE OF ARIZONA)
 :SS
COUNTY OF MOHAVE)

On this 12 day of October, 2021, before me, Jesi M. Bare, a Notary Public, personally appeared Dustin Runyon, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document for and on behalf of the identified entity in the capacity indicated.



Jesi M. Bare
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Exhibit A

A portion of the E1/2 Section 33, T14N, R19W, G&SRM, Lake Havasu City, Mohave County, Arizona, and being further described as follows:

Beginning at the 1/4 corner common to Sections 33 and 34 in said Township and Range; thence on the line between Sections 33 and 34 $S01^{\circ}17'29''W$ a distance of 297.16 feet; thence $S69^{\circ}39'44''W$ a distance of 314.93 feet; thence $S89^{\circ}31'26''W$ a distance of 253.40 feet; thence $S24^{\circ}07'31''W$ a distance of 69.30 feet; thence $S42^{\circ}19'34''W$ a distance of 193.13 feet; thence $S77^{\circ}27'14''W$ a distance of 348.00 feet; thence $N08^{\circ}19'46''W$ a distance of 98.70 feet; thence on a 405.00-foot radius arc to the left a distance of 310.58 feet through a central angle of $43^{\circ}56'17''$; thence $N52^{\circ}16'03''W$ a distance of 55.22 feet to the southeast line of Tract 2383, The Arroyos at Havasu Foothills Estates, Fee No. 2019 030299, Records of Mohave County; thence on said southeast line through the following four courses:

-- on a non-tangent 655.00-foot radius arc to the left a distance of 279.68 feet through a central angle of $24^{\circ}27'54''$ with a chord bearing of $N51^{\circ}03'41''E$ and a chord length of 277.56 feet,

-- $N38^{\circ}50'21''E$ a distance of 98.75 feet,

-- $S51^{\circ}11'06''E$ a distance of 49.74 feet, and -- $N38^{\circ}51'38''E$ a distance of 169.89 feet

to the southernmost corner of Tract 2385, Arroyos at Havasu Foothills Estates, Fee No. 2020054246, Records of Mohave County; thence on the southeast line of Tract 2385 and the northeasterly extension thereof $N38^{\circ}50'10''E$ a distance of 827.50; thence on a non-tangent 305.00-foot radius arc to the left a distance of 53.83 feet through a central angle of $10^{\circ}06'45''$ with a chord bearing of $N46^{\circ}06'28''W$ and a chord length of 53.76 feet; thence $N51^{\circ}09'50''W$ a distance of 61.54 feet; thence $N38^{\circ}50'10''E$ a distance of 185.00 feet; thence $S51^{\circ}09'50''$ a distance of 156.12 feet; thence $S88^{\circ}55'12''E$ a distance of 170.36 feet; $S00^{\circ}18'10''W$ a distance of 818.62 feet to the Point of Beginning.

Said parcel contains 26.36 acres.

Recording Requested By:

Enclaves 2, LLC

When Recorded Mail To:

Enclaves 2, LLC
2036 McCulloch Boulevard N
Lake Havasu City, Arizona 86403

FEE# 2021096688

OFFICIAL RECORDS OF MOHAVE COUNTY
KRISTI BLAIR, COUNTY RECORDER
12/29/2021 10:33 AM Fee \$30.00
PAGE: 1 of 9

(SPACE ABOVE LINE FOR RECORDER'S USE)

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

**LADERA AT HAVASU FOOTHILLS ESTATES
HOMEOWNERS ASSOCIATION**

This First Amendment (this "*Amendment*") to Declaration of Covenants, Conditions, and Restrictions (the "*Declaration*") of Ladera at Havasu Foothills Estates Homeowners Association (the "*Association*") is made as of this 28th day of December, 2021, by Enclaves 2, LLC, an Arizona limited liability company ("*Declarant*"). Capitalized terms used in this Amendment that are not otherwise defined herein have the meanings given them in the Declaration.

RECITALS

WHEREAS, Declarant recorded the Declaration on October 12, 2021, as Document No. 2021078962, in the Official Records of Mohave County, Arizona, with respect to the Property described on Exhibit A hereto; and

WHEREAS, the lot lines for Lots 1-3 in the subdivision lying within the Property have been adjusted and an entrance gate will be constructed near Lot 1 and Lot 2, such that an easement over said Lots has been dedicated in perpetuity to construct and maintain said entrance gate; and

WHEREAS, inasmuch as Lot 1 lies outside the aforementioned entrance gate, Declarant has determined that it is desirable and appropriate to reduce the monthly assessment with respect to Lot 1, and Lot 1 only, by two-thirds; and

WHEREAS, Declarant has determined that it is desirable and appropriate to provide for a one-time assessment of \$350 to each original purchase of a Lot in the subdivision, and a \$250 transfer fee per Lot payable through escrow at the time of any subsequent transfer of a Lot, in order to provide funding of the HOA's reasonable working capital needs; and

WHEREAS, Declarant has created design guidelines, in accordance with Section 3.2(k) of the Declaration, which are attached hereto as Exhibit B; and

WHEREAS, Declarant has created a list of approved builders, in accordance with Section 3.2(o) of the Declaration, which is attached hereto as Exhibit C; and

WHEREAS, certain errata in the Declaration have been discovered, in the form of various typos as listed on Exhibit D hereto, and Declarant wishes to provide corrections of said errata on said Exhibit D; and

WHEREAS, Declarant desires to amend and modify the Declaration to provide a new definition for the term "Period of Declarant Control"; and

WHEREAS, Section 9.2 of the Declaration currently provides that so long as Declarant holds at least sixty-seven percent (67%) of the votes in the Association, Declarant may amend this Declaration in its sole discretion without the consent of any other Person, and Declarant as of the date of this Amendment holds one hundred percent (100%) of said votes, such that Declarant is authorized to amend the Declaration as hereinafter set forth without the consent of any other person.

NOW, THEREFORE, in consideration of the above premises, Declarant hereby amends the Declaration as follows:

1. Reduced Assessment for Lot 1. The monthly assessment for Lot 1, and Lot 1 only, is hereby reduced from \$75/month to \$25/month to account for Lot 1 not benefitting from the entrance gate or an Association-maintained roadway.

2. Additional Assessment for Acquisition of Lots. There shall be assessed on each Lot, at the close of escrow and payable through escrow, a one-time assessment of \$350 for each initial Lot acquisition. There shall be a \$250 assessment chargeable against each Lot in connection with any transfer thereof to a new Owner; provided however, that no acquisition Assessment will be chargeable with respect to transfers between spouses or transfers for testamentary or estate-planning purposes. The foregoing acquisition- and transfer-related assessments will be paid through escrow at the closing of an initial Lot acquisition or a subsequent transfer transaction.

3. Design Guidelines; Approved Builders. The Association's design guidelines under Section 3.2(k) of the Declaration, current as of December 1, 2021, are attached to this Amendment as Exhibit B. The Association's current list of approved builders, current as of December 1, 2021, is attached to this Amendment as Exhibit C.

4. Errata. Since the recording of the Declaration, Declarant has discovered certain errata therein, and an Errata Sheet, listing the errata, the page number of the Declaration affected, and the correction, is set forth on Exhibit D to this Amendment.

5. Period of Declarant Control; Amendment to Section 5.8. The Definition of the term "Period of Declarant Control" in Section 1 of the Declaration is hereby amended and restated in full, to state as follows:

"Period of Declarant Control" means the period commencing on the date of the Recording of this Declaration and ending on the *earlier* of: (a) the ninety-first (91) day following the closing of the initial sale of the last Lot in the subdivision by Declarant to an Owner; (b) December 31, 2026; or (c) the date Declarant Records a written instrument terminating the Period of Declarant Control.

As a corollary to the above restated definition, Section 5.8 of the Declaration is hereby amended and restated in full to provide as follows:

5.8 Votes in the Association. Until the expiration of the Period of Declarant Control, Declarant shall be entitled to cast all votes in the Association. Following the expiration of the Period of Declarant Control, each Lot will be entitled to one (1) vote in the Association and, except as specifically provided in this Declaration or the Project Documents, any issue put to a vote at a duly called meeting of Members at which a quorum is present shall be decided by a simple majority of all votes represented in person. Proxy voting will not be accepted.

5. Declaration Otherwise Unmodified. Except as specifically set forth herein, the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment on the date set forth above.

DECLARANT:

Enclaves 2, LLC
an Arizona limited liability company

By APX West Investments, LLC
an Arizona limited liability company

By 
Dustin Runyon, Manager

STATE OF ARIZONA)
:ss
COUNTY OF MOHAVE)

On this 28th day of December, 2021, before me, Leigh McClintock, a Notary Public, personally appeared Dustin Runyon, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document for and on behalf of the identified entity in the capacity indicated.



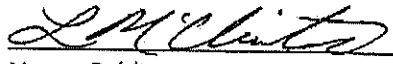

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT LAND

A portion of the E1/2 Section 33, T14N, R19W, G&SRM, Lake Havasu City, Mohave County, Arizona, and being further described as follows:

Beginning at the 1/4 corner common to Sections 33 and 34 in said Township and Range; thence on the line between Sections 33 and 34 S01°17'29"W a distance of 297.16 feet; thence S69°39'44"W a distance of 314.93 feet; thence S89°31'26"W a distance of 253.40 feet; thence S24°07'31"W a distance of 69.30 feet; thence S42°19'34"W a distance of 193.13 feet; thence S77°27'14"W a distance of 348.00 feet; thence N08°19'46"W a distance of 98.70 feet; thence on a 405.00-foot radius arc to the left a distance of 310.58 feet through a central angle of 43°56'17"; thence N52°16'03"W a distance of 55.22 feet to the southeast line of Tract 2383, The Arroyos at Havasu Foothills Estates, Fee No. 2019 030299, Records of Mohave County; thence on said southeast line through the following four courses:

-- on a non-tangent 655.00-foot radius arc to the left a distance of 279.68 feet through a central angle of 24°27'54" with a chord bearing of N51°03'41"E and a chord length of 277.56 feet,

-- N38°50'21"E a distance of 98.75 feet,

-- S51°11'06"E a distance of 49.74 feet, and -- N38°51'38"E a distance of 169.89 feet

to the southernmost corner of Tract 2385, Arroyos at Havasu Foothills Estates, Fee No. 2020054246, Records of Mohave County; thence on the southeast line of Tract 2385 and the northeasterly extension thereof N38°50'10"E a distance of 827.50; thence on a non-tangent 305.00-foot radius arc to the left a distance of 53.83 feet through a central angle of 10°06'45" with a chord bearing of N46°06'28"W and a chord length of 53.76 feet; thence N51°09'50"W a distance of 61.54 feet; thence N38°50'10"E a distance of 185.00 feet; thence S51°09'50" a distance of 156.12 feet; thence S88°55'12"E a distance of 170.36 feet; S00°18'10"W a distance of 818.62 feet to the Point of Beginning.

Said parcel contains 26.36 acres.

EXHIBIT B
DESIGN GUIDELINES

DESIGN GUIDELINES

LADERA AT HAVASU FoothILLS ESTATES

Current as of December 1, 2021

In accordance with the Covenants, Conditions, and Restrictions ("CCRs") for Ladera at Havasu Foothills Estates Homeowners Association, the following are general design guidelines for the construction of single-family residences at the project. Notwithstanding the below general guidelines, *all plans and designs are subject to final review* by the "Design Review Committee" as set forth in the CCRs.

1. Acceptable Elevation Styles:

Mission
Santa Barbara
Craftsman
Spanish
Desert Contemporary
Tuscan
Desert Ranch

2. Exterior Colors:

No bright, bold, or major colors
Colors that blend with the preexisting Havasu Foothills community

3. Landscaping:

Full landscaping is expected; no minimum coverage allowed
No white rock or black rock

4. Walls:

Colored blocks in earth tones only
Stucco walls, no bright, bold, or major colors, colors that blend with the preexisting Havasu Foothills community

EXHIBIT C
APPROVED BUILDERS

APPROVED BUILDERS

LADERA AT HAVASU FOOTHILLS ESTATES

Current as of December 1, 2021

In accordance with Section 3.2(o) of the Covenants, Conditions, and Restrictions for Ladera at Havasu Foothills Estates Homeowners Association, the following is a list of approved builders as of the date indicated above:

All builders that are in good standing in the State of Arizona, as provided by the Arizona Registrar of Contractors

For the searchable database, go to <https://roc.force.com/AZRoc/s/contractor-search>

EXHIBIT D

RECORDED DECLARATION ERRATA SHEET AND CORRECTIONS

Declaration Page Number	Errata Description	Correction
8	Subsection (m), near the end of the fourth line: "baited"	"baited" should read "halted"
9	Subsection (o), near the end of the eighth line from the bottom of that subsection: "hah"	"hah" should read "hait"
10	Section 3.4, sixth line: "tire"	"tire" should read "the"
19	Section 5.2, last line: "tins"	"tins" should read "this"
20	Section 5.4, second-to-last line: "Med"	"Med" should read "failed"
25	Section 7.3, sixth line: "folly"	"folly" should read "fully"

LADERA NORTH - TRACT 2387 - HAVASU FOOTHILLS ESTATES

LocID	APN	Tract #	Lot #	Address	Street	Max Grade
	113-38-001	2387	1	6701	Calle De La Luna	
	113-38-002	2387	2	6705	Calle De La Luna	
	113-38-003	2387	3	6709	Calle De La Luna	
	113-38-004	2387	4	6713	Calle De La Luna	
	113-38-005	2387	5	6717	Calle De La Luna	
	113-38-006	2387	6	6721	Calle De La Luna	
	113-38-007	2387	7	6733	Calle De La Luna	
	113-38-008	2387	8	6767	Calle De La Luna	
	113-38-009	2387	9	6738	Calle De La Luna	
	113-38-010	2387	10	6734	Calle De La Luna	
	113-38-011	2387	11	6730	Calle De La Luna	
	113-38-012	2387	12	6724	Corte De Los Bueyes	
	113-38-013	2387	13	6720	Corte De Los Bueyes	
	113-38-014	2387	14	6716	Corte De Los Bueyes	
	113-38-015	2387	15	6712	Corte De Los Bueyes	
	113-38-016	2387	16	6708	Corte De Los Bueyes	
	113-38-017	2387	17	6704	Corte De Los Bueyes	
	113-38-018	2387	18	6700	Corte De Los Bueyes	
	113-38-019	2387	19	6695	Corte De Los Bueyes	
	113-38-020	2387	20	6699	Corte De Los Bueyes	
	113-38-021	2387	21	6703	Corte De Los Bueyes	
	113-38-022	2387	22	6707	Corte De Los Bueyes	
	113-38-023	2387	23	6711	Corte De Los Bueyes	
	113-38-024	2387	24	6715	Corte De Los Bueyes	
	113-38-025	2387	25	6719	Corte De Los Bueyes	
	113-38-026	2387	PAR A		Drainage Easement	
	113-38-027	2387	PAR B		Drainage Easement	
	825-02-013	2387	PAR C		Private Streets	
	N/A	2387	PAR D	6345	Avienda De Las Colinas	

OLD PAR: 113-01-033
 NEW BOOK: 113
 NEW MAP: 37
 NEW PAR: 113-37-001 TRM 028 F825-02-012
 REM: 113-01-036

PLAT OF TRACT 2388 LADERA SOUTH AT HAVASU FOOTHILLS

A P.U.D. SUBDIVISION IN SECTION 33, T14N, R19W, G&SRM, LAKE HAVASU CITY, MOHAVE COUNTY, ARIZONA

Coor. 2850

DEDICATION
 Enclosure 2, LLC, as manager, has subdivided in the name of "Tract 2388 Ladera South at Havasu Foothills, Lake Havasu City, Arizona", a subdivision in a portion of Section 33, Township 14 North, Range 19 West, of the Gila and Salt River Meridian, Mohave County, Arizona, as shown on the plat hereon and hereby dedicates this plat as and for the plat of said "Tract 2388 Ladera South at Havasu Foothills", and hereby dedicates that said plat for the location and gives the dimensions of the lots, parcels and streets, considering the same, and that each lot, parcel and street shall be known by the number, letter or name given to each respectively on said plat. The public utility easements as shown hereon shall include the right for utility companies and Lake Havasu City to enter said property for purposes for installation, operation, maintenance, repair, relocation, and access as is necessary to provide public utilities.

A declaration of covenants, conditions, and restrictions for the subdivision shall be recorded hereafter.
 Public drainage easements are hereby granted and dedicated over the entirety of Parcels A, B, and C, and a private utility easement is hereby granted and dedicated over the entirety of Parcel A.

Parcel D is designated for private road purposes. A private access for the benefit of this subdivision and public utility easement are hereby granted and dedicated over the entirety of Parcel D.

In witness whereof
 Enclosure 2, LLC, as manager, has hereunto caused its name to be affixed and the same to be attested by the signature of the undersigned officer the entire duty authorized the 16th day of September, 2021.

Alison Morrison
 Manager

RADIAL BEARINGS		CURVE TABLE					
FB	BEARING	CURVE	LC/CH	PC/PTA	DELTA	CHORD BEARING	CHORD LENGTH
R01	S89°19'42"E	C1	81.17	345.98	02°43'30"	N44°42'30"W	20.31
R02	N81°07'42"E	C2	27.18	304.90	02°52'22"	N05°30'11"E	20.31
R03	N81°07'42"E	C3	42.95	259.22	01°41'12"	S41°19'27"W	20.30
R04	N74°52'28"E	C4	81.02	100.43	02°07'48"	N27°40'25"E	19.98
R05	S20°47'18"E	C5	17.64	43.93	02°27'37"	S19°23'20"W	17.53
R06	S20°17'05"E	C6	49.17	41.97	00°29'48"	N05°00'56"E	41.02
R07	S20°17'05"E	C7	47.82	20.02	01°19'47"	N24°18'21"E	42.82
R08	S20°17'05"E	C8	16.68	48.47	01°19'47"	N24°18'21"E	16.68
R09	S20°17'05"E	C9	11.63	24.99	01°19'47"	N24°18'21"E	11.63
R10	S20°17'05"E	C10	21.85	43.01	01°19'47"	N24°18'21"E	21.85
R11	N72°13'37"W	C11	13.27	473.77	01°30'59"	N16°40'18"E	13.27
R12	N56°44'27"W	C12	191.82	45.00	04°54'59"	S28°50'59"E	75.00
R13	N56°44'27"W	C13	181.15	41.67	04°12'54"	S29°22'21"E	71.37

LINE TABLE		
LINE	LENGTH	BEARING
L1	6.43	S21°00'00"W
L2	34.49	S21°00'00"W

AREA SUMMARY	
LOTS	18.11 AC.
DRAINAGE PARCELS	2.52 AC.
TOTAL	23.34 AC.

CERTIFICATE OF OWNER
 We, Enclosure 2, LLC, owners and proprietors of Tract 2388 Ladera South at Havasu Foothills, hereby declare that we have caused this plat to be surveyed and plotted as shown hereon.

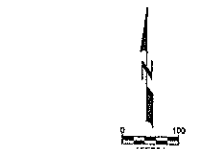
Dated this 16th day of September, 2021.

Enclosure 2, LLC
 Duane Morrison
 Manager

STATE OF Arizona
 COUNTY OF Mohave

On this 16th day of September, 2021, before me personally appeared Duane Morrison, known to me to be the person described in the within instrument, and who acknowledged to me that he executed the same.

Alison Morrison
 Notary Public for the State of Arizona
 My commission expires 10/31/2023



BASIS OF BEARING
 BEARINGS FOR THIS PLAT ARE BASED ON THE LINE BETWEEN FOUND DRAGON CAPS MARKED 10165 AT THE E 1/4 CORNER AND THE CORNER OF SECTION 33 BEING S00°18'10"W.

OWNER
 Enclosure 2, LLC
 2035 McDougal Blvd #1
 Lake Havasu City, AZ 86403

CERTIFICATE OF SURVEYOR
 I, J.W. Weeks, a Registered Land Surveyor in the State of Arizona, hereby certify that the survey of Tract 2388 Ladera South at Havasu Foothills as shown hereon was conducted under my supervision; that the exterior boundary of said subdivision is delineated on the ground by monuments as shown hereon, and that, to the best of my knowledge and belief, this plat is a true and correct representation of said survey. Monuments have not been installed at the corners of individual lots within this subdivision. Therefore, installation of said monuments is the responsibility of the owner or owner's successors in interest.

Dated this 16th day of September, 2021.

J.W. Weeks
 J.W. Weeks, TLS
 AZ Reg. No. 43021

CERTIFICATE OF MAYOR
 Approved by the City Council of Lake Havasu City, Arizona, this 16th day of September, 2021.

Ken Williams
 Ken Williams
 Mayor
 Lake Havasu City

CERTIFICATE OF CITY CLERK
 Clerk of the City Council of Lake Havasu City, hereby certify that said council approved this map on the 16th day of September, 2021, and accepted on behalf of the public all charges of any nature for dedication for public use in conformity with the terms of the order of dedication.

Ken Williams
 Ken Williams
 City Clerk
 Lake Havasu City

CERTIFICATE OF DEVELOPMENT SERVICES DIRECTOR
 The Development Services Director of Lake Havasu City hereby certifies that in his opinion all lots and subdivisions conform to good land planning policies and are suitable for the purposes for which they are intended.

Steve Heston
 Steve Heston
 Development Services Director
 Lake Havasu City

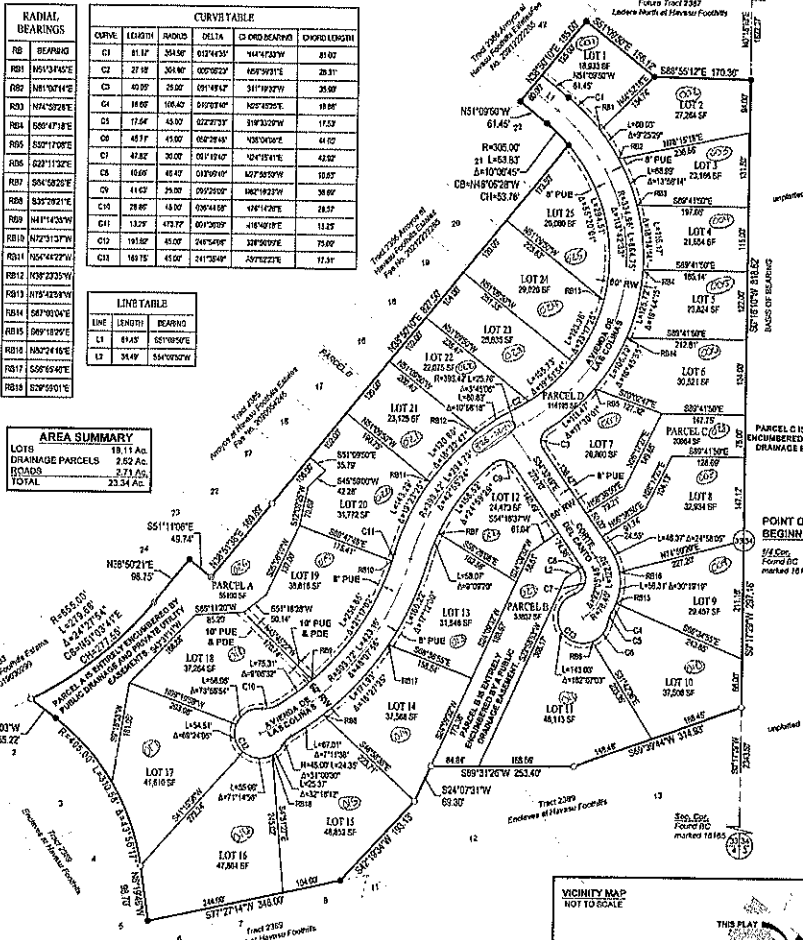
CERTIFICATE OF CITY ENGINEER
 This plat has been checked for conformance with the approved preliminary plat, and any special conditions thereto, and to the requirements of the Lake Havasu City ordinance and any other applicable regulations and appears to comply with all engineering conditions and requirements of this title.

Steve Heston
 Steve Heston
 City Engineer
 Lake Havasu City

CERTIFICATE OF COUNTY RECORDER
 Filed for record at the request of DUSTIN RYUNYAN, Fee No. 2021101696L, Records of Mohave County, Arizona, this 17th day of OCTOBER, 2021.

Kristi Blair
 Kristi Blair
 County Recorder
 Mohave County

Kimberly Shindler
 Kimberly Shindler
 Deputy County Recorder
 Mohave County



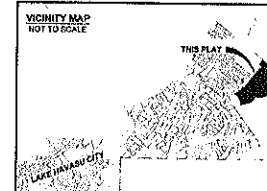
DESCRIPTION
 A portion of the E1/2, Section 33, T14N, R19W, G&SRM, Lake Havasu City, Mohave County, Arizona, and being further detailed as follows:

Beginning at the 1/4 corner common to Sections 33 and 34 1/4 in said Township 14 North and Range 19 West; thence on the line between Sections 33 and 34 S01°17'23"W a distance of 227.18 feet; thence S24°07'31"W a distance of 314.03 feet; thence S89°31'20"W a distance of 253.40 feet; thence S24°07'31"W a distance of 69.30 feet; thence S42°10'34"W a distance of 193.13 feet; thence S77°27'14"W a distance of 348.00 feet; thence N08°19'40"W a distance of 98.70 feet; thence on a 405.00-foot radius arc to the left a distance of 310.58 feet through a central angle of 43°50'17"; thence N52°16'03"W a distance of 55.22 feet to the southeast line of Tract 2385, The Arroyos at Havasu Foothills Estates, Fee No. 2019 030290, Records of Mohave County; thence on said southeast line through the following four courses:

- on a non-tangent 855.00-foot radius arc to the left a distance of 278.63 feet through a central angle of 24°27'54" with a chord bearing of N51°03'41"E and a chord length of 277.50 feet;
- N38°50'21"E a distance of 88.75 feet;
- S51°11'08"E a distance of 49.74 feet; and
- N38°51'08"E a distance of 169.89 feet.

to the southeasterly corner of Tract 2285, Arroyos at Havasu Foothills Estates, Fee No. 2020054246, Records of Mohave County; thence on the southeast line of Tract 2385 and the southeasterly extension thereof N08°07'10"E a distance of 627.50 feet; thence on a non-tangent 305.00-foot radius arc to the left a distance of 63.63 feet through a central angle of 10°00'45" with a short bearing of N46°00'28"W and a chord length of 63.70 feet; thence N51°09'50"W a distance of 61.54 feet; thence N38°50'10"E a distance of 155.00 feet; thence S31°09'50"W a distance of 158.12 feet; thence S80°25'14"E a distance of 170.25 feet; S09°10'19"W a distance of 818.82 feet to the Point of Beginning.

Said parcel contains 23.34 acres.



SETBACKS	
FRONT YARD	25 FEET
REAR YARD	25 FEET
SIDE YARD	10 FEET
STREET SIDE YARD	10 FEET

LEGEND	
SET 5/8" REDUP W/ PLASTIC CAP MARKED "AES 3/4" RLS 43021"	FOUND REBAR W/ WAC MARKED "AES 3/4" RLS 43021"
FOUND REBAR W/ WAC MARKED 43021	FOUND REBAR W/ YELLOW CAP MARKED 11152
FOUND REBAR W/ YELLOW CAP MARKED AS NOTED	FOUND IC MARKED AS NOTED
FOUND IAP MARKED AS NOTED	FOUND REBAR, AFFIXED BRASS TAG
ALUMINUM CAP	BRASS CAP
RIGHT OF WAY	PUBLIC UTILITY EASEMENT
PUBLIC UTILITY EASEMENT	PUBLIC DRAINAGE EASEMENT
RADIAL BEARING	SF SQUARE FEET
Ac. ACRES	
PLAT BOUNDARY	NEW LOT LINE
EXISTING LOT LINE	ROAD CENTERLINE
SECTION LINE	1/4 LINE
EXISTING EASEMENT	NEW EASEMENT
TIE LINE	



LocID	APN	Tract #	Lot #	Address	Street	Max Grade
	113-37-001	2387	1	6303	Avianda De Las Colinas	
	113-37-002	2387	2	6299	Avianda De Las Colinas	
	113-37-003	2387	3	6295	Avianda De Las Colinas	
	113-37-004	2387	4	6291	Avianda De Las Colinas	
	113-37-005	2387	5	6287	Avianda De Las Colinas	
	113-37-006	2387	6	6283	Avianda De Las Colinas	
	113-37-007	2387	7	6279	Avianda De Las Colinas or Corte Del Canto	
	113-37-008	2387	8	6275	Corte Del Canto	
	113-37-009	2387	9	6271	Corte Del Canto	
	113-37-010	2387	10	6267	Corte Del Canto	
	113-37-011	2387	11	6268	Corte Del Canto	
	113-37-012	2387	12	6273	Avianda De Las Colinas or Corte Del Canto	
	113-37-013	2387	13	6269	Avianda De Las Colinas	
	113-37-014	2387	14	6265	Avianda De Las Colinas	
	113-37-015	2387	15	6261	Avianda De Las Colinas	
	113-37-016	2387	16	6257	Avianda De Las Colinas	
	113-37-017	2387	17	6258	Avianda De Las Colinas	
	113-37-018	2387	18	6262	Avianda De Las Colinas	
	113-37-019	2387	19	6266	Avianda De Las Colinas	
	113-37-020	2387	20	6270	Avianda De Las Colinas	
	113-37-021	2387	21	6274	Avianda De Las Colinas	
	113-37-022	2387	22	6278	Avianda De Las Colinas	
	113-37-023	2387	23	6282	Avianda De Las Colinas	
	113-37-024	2387	24	6286	Avianda De Las Colinas	
	113-37-025	2387	25	6290	Avianda De Las Colinas	
	113-37-026	2387	PAR A	N/A	DE & Private UE	
	113-37-027	2387	PAR B	N/A	PUE & DE	
	113-37-028	2387	PAR C	N/A	DE	
	825-02-012	2387	PAR D	N/A	Private Street & PUE	

