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**TRACT DECLARATION
FOR THE MARINA VIEW NEIGHBORHOOD**

This Tract Declaration for Marina View Neighborhood (this "Tract Declaration") is executed as of *February 12th*, 2020, by Marina View LLC, an Arizona limited liability company, as owner and Tract Declarant, Havasu Riviera, L.L.C., an Arizona limited liability company, as the Declarant, and Raging River Management Corporation, as Community Master Planer.

RECITALS:

- A. Havasu Riviera, L.L.C., is the holder of all rights of the Declarant and Raging River Management Corporation serves as the Community Master Planner under the Declaration of Covenants, Conditions, Restrictions and Easements for Havasu Riviera Community Association dated February 11, 2020, and recorded on February 12, 2020, at Fee No. 2020008625, Official Records of Mohave County, Arizona as amended from time to time (the "Master Declaration"). (Capitalized terms not defined in this Tract Declaration have the meanings given them in the Master Declaration.)
- B. Tract Declarant is the owner of Tract 2399, Marina View at Havasu Riviera according to the plat of record in the Office of the Mohave County Recorder, recorded on October 10, 2019, at Fee No. 2019055752, and thereafter and Affidavit of Scrivener's Error recorded December 18, 2019 at Fee No. 2019068572, the office of the Recorder of Mohave County, Arizona, which in its entirety is subject to the Master Declaration.
- C. The Master Declaration contemplates that Tract Declarations for property already subject to, or being annexed to, the Master Declaration may be executed and Recorded from time to time as development proceeds and as land use classifications for such property are established.
- D. Declarant and Tract Declarant desire to record this Tract Declaration with respect to the Marina View Neighborhood to establish a land use classification for Lots

1-74, inclusive, and Parcel B, collectively the Marina View Neighborhood, which is further described in Exhibit "A" "Legal Description", and to subject and impose upon said Marina View Neighborhood the covenants, conditions and restrictions set forth herein.

DECLARATIONS:

Declarant and Tract Declarant declare as follows:

1. **Land Use Classification.** Lots 1-74, inclusive, and Parcel B shall have a land use classification of Single Family Residential Use, subject to the provisions of this Tract Declaration and the Master Declaration. Any and all references in this Tract Declaration to "Lot" or "Lots" shall be deemed to refer to any Lot or Lots established or created from the Marina View Neighborhood. For purposes of this Tract Declaration and the Master Declaration, Parcel B shall be deemed a Lot.
2. **Dwelling Size Restrictions.** Every residential structure shall have a fully enclosed floor area devoted to living purposes, exclusive of porches, terraces and garages, of not less than 2,000 square feet.
3. **Memberships.** As provided in Section 5.8 of the Master Declaration, each Lot, including Parcel B, shall have one Membership.
4. **Neighborhood Assessments.** Pursuant to Section 6.4 of the Master Declaration, Parcel A, being the private streets, as shown on the Marina View Plat, and all area(s) within the Marina View Neighborhood upon which a private entry gate or monument is to be erected, constructed, built and maintained are hereby designated, collectively, as an area (i.e., a Neighborhood Assessment Area) which is to be operated, maintained, repaired and replaced by the Association for the sole and primary benefit of Owners of Lots within the Marina View Neighborhood. The Neighborhood Assessment Area may be expanded for the benefit of Owners in Marina View Neighborhood by the Board. All Common Expenses of the Association pertaining to the operation, maintenance, repair and replacement of the Neighborhood Assessment Area designated in this paragraph including, but not limited (a) contributions to reserves for maintenance,

replacement and repairs and for contingencies, (b) any additional premiums charged to the Association because of the type or nature of the Neighborhood Assessment Area, and (c) any costs, losses, damages, liabilities or expenses, including, without limitation, attorneys' fees and court costs, suffered or incurred by the Association by reason its ownership, operation, maintenance, replacement or repair of the Neighborhood Assessment Area (to the extent they exceed the amount of any insurance proceeds received by the Association or any proceeds recovered by the Association from other parties, as reasonably determined by the Board, shall be assessed solely against the Marina View Neighborhood Lots. The Neighborhood Assessments shall be levied against the Lots within the Marina View Neighborhood at a uniform rate per Membership. If the Board determines during any Assessment Period that Neighborhood Assessments are or will become inadequate to meet all Common Expenses pertaining to the Neighborhood Assessment Area designated herein for any reason, including, without limitation, nonpayment of Neighborhood Assessments by Members, the Board may increase the Neighborhood Assessment for that Assessment Period in compliance with Arizona Revised Statutes and the Master Declaration and the revised Neighborhood Assessment shall commence on the date designated by the Board.

5. **Neighborhood Design Review Guidelines.** Pursuant to Section 3.4 of the Master Declaration, Neighborhood Design Review Guidelines shall be adopted to govern the development and use of residential Lots in the Marina View Neighborhood.

6. **Enforcement.** As provided in Section 11.2 of the Master Declaration, the Association or any Member shall have the right to enforce the provisions of this Tract Declaration (as one of the Project Documents).

7. **Term.** All of the covenants, conditions, restrictions and other provisions of this Tract Declaration (as amended from time to time): (a) shall run with and bind the Marina View Neighborhood and all portions thereof, including but not limited to all Lots created therefrom; (b) shall inure to the benefit of and shall be enforceable by the Master Association, Neighborhood Association or by the owner of any property subject hereto

or, so long as Declarant owns any portion of the Project or the Additional Property, by Declarant, and by their respective legal representatives, heirs, successors and assigns; and(c) shall remain in full force and effect for a term co-extensive with the term of the Master Declaration, as the same may be extended in accordance with the provisions thereof.

8 **Amendment.** This Tract Declaration may be amended only as provided in Section 11.6 of the Master Declaration. In no event shall any amendment be effective unless and until it is Recorded.

9. **Severability: Interpretation: Gender.** Invalidation of any provisions of this Tract Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. The provisions of this Tract Declaration shall be construed and interpreted with reference to the laws of the State of Arizona. Where the context hereof so requires, any personal pronouns used in this Tract Declaration, whether used in the masculine, feminine or neuter gender, shall include all genders, and the singular shall include the plural and vice versa. Titles of Articles and Sections are for convenience only and shall not affect the interpretation hereof. All Exhibits attached hereto are incorporated herein by reference.

10. **Perpetuities.** If any of the covenants, conditions, restrictions or other provisions of this Tract Declaration would otherwise be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the President of the United States in office on the date this Tract Declaration is Recorded.

11. **Declarant's Disclaimer of Representations.** While Declarant has no reason to believe that any provision in this Tract Declaration is or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such provision. Any owner acquiring a Lot in reliance on one or more of such provisions shall assume all

risks of the validity and enforceability thereof and by accepting ownership of the Lot agrees to hold Declarant harmless therefrom.

12. **Relationship to Master Declaration.** This Tract Declaration shall be considered an integral part of the Project Documents and shall be construed and interpreted in a manner consistent therewith. In the event of any conflict between a provision of the Master Declaration and a provision of this Tract Declaration, the provision in the Master Declaration shall control except in the case where the provision in this Tract Declaration places greater or more specific restrictions upon the use, occupancy, improvement or development of Lots in the Marina View Neighborhood, or upon the activities or conduct of owners, residents or others upon or about the Marina View Neighborhood created therefrom, in which event the provision in this Tract Declaration shall control.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date first set forth above.

TRACT DECLARANT:

Marina View LLC,
an Arizona limited liability company

By: *[Signature]*

By: Jim Komick

Its: MANAGER

STATE OF ARIZONA)
) SS
COUNTY OF MOHAVE)

On this the 12th day of February, 2020, before me the undersigned, personally appeared Jim Komick, who acknowledged herself/himself to be the manager of Havasu Riviera, L.L.C., an Arizona limited liability company, and that she/he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company, as such officer.

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

My Commission Expires:

Traci Heideman
Notary Public
Traci Heideman

STATE OF ARIZONA)
) SS
COUNTY OF MOHAVE)



On this the 12th day of February, 2020, before me the undersigned, personally appeared Jim Komick, who acknowledged herself/himself to be the President of Raging River Management Corporation, a Delaware corporation, and that she/he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company, as such officer.

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

My Commission Expires:

Traci Heideman
Notary Public
Traci Heideman



EXHIBIT A

Lots 1 through 76, inclusive, and Parcels A and B, Tract 2399, Marina View at Havasu Riviera, according to the plat recorded October 10, 2019, at Fee No. 2019055752, and thereafter an Affidavit of Scrivener's Error recorded December 18, 2019, at Fee No. 2019068572, in the office of the Recorder of Mohave County, Arizona.

EXCEPT all oil, gas, coal, and minerals as set forth in instrument recorded in Book 79 of Deeds, Page 461.