

RECORDED AT THE REQUEST OF:

JIM & KEN KOMICK  
375 LONDON BRIDGE RD #13  
LAKE HAVASU CITY, AZ  
86403

**FEE# 2020047412**

OFFICIAL RECORDS OF MOHAVE COUNTY  
KRISTI BLAIR, COUNTY RECORDER  
08/21/2020 03:21 PM Fee \$30.00  
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**TRACT DECLARATION  
FOR WREN COVE NEIGHBORHOOD LOCATED IN  
HAVASU RIVIERA COMMUNITY**

This Tract Declaration for the Wren Cove Neighborhood located in Havasu Riviera Community (“Tract Declaration”) is executed as of August 21, 2020, by **RAGING RIVER MANAGEMENT CORPORATION**, a Delaware corporation, as owner and “Tract Declarant”, **HAVASU RIVIERA, L.L.C.**, an Arizona limited liability company, as the Declarant, and **RAGING RIVER MANAGEMENT CORPORATION**, a Delaware corporation, as Master Planner.

**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 First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Havasu Riviera Community dated February 11, 2020, and Recorded on February 12, 2020, at Fee No. 2020008625, Official Records of Mohave County, Arizona (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 the land that is the subject of the Final Plat for Tract 2400A Phase 1 of Wren Cove at Havasu Riviera, Lots 1-38 (“Phase 1 Wren Cove Plat”) recorded on August 19, 2020 at Fee No. 2020046657
- C. Tract Declarant is the owner of the land that is the subject of the Final Plat for Tract 2400B Phase 2 of Wren Cove at Havasu Riviera, Lots 39-76 (“Phase 2 Wren Cove Plat”) recorded on August 19, 2020 at Fee No. 2020046659. Phase 1 Wren Cove Plat and Phase 2 Wren Cove Plat are collectively, the “Wren Cove Plat”. The land under the Wren Cove Plat (such land referred to herein at times as the “Wren Cove Neighborhood”) is, in its entirety, hereby made subject to the Master Declaration.
- D. 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.
- E. Declarant and Tract Declarant desire to record this Tract Declaration with respect to the land within the Wren Cove Neighborhood to establish a land use classification for all Lots in therein, and to subject and impose upon said land and Lots the covenants, conditions and restrictions set forth herein.

**TRACT DECLARATION:**

Declarant and Tract Declarant declare as follows:

1. **Land Use Classification.** Lots 1-76 as set forth on the Wren Cove Plat, inclusive, 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 all the Lots established under the Wren Cove Plat.
2. **Dwelling Size Restrictions.** Every residential structure on each Lot 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 shall have one Membership in the Association.
4. **Common Area.** Parcels A, B and C, as depicted on the Phase 1 Wren Cove Plat, are hereby made part of the Common Area. The ingress and egress area of Parcel B shall be a non-exclusive ingress and egress easement in favor of the Owners of Lots 26 and 27 of the Final Plat for Tract 2399, Marina View at Havasu Riviera recorded on October 10, 2019, at Fee No. 2019055752, and thereafter corrected pursuant to an Affidavit of Scrivener’s Error recorded December 18, 2019, at Fee No. 2019068572, the Office of the Recorder of Mohave County, Arizona. Construction of improvements to utilize such ingress and egress area, and the maintenance and repair of such ingress and egress improvements shall be the responsibility of the Owners of Lots 26 and 27 and shall be excluded from the Common Expenses of the Association.
5. **Neighborhood Assessment Areas.** Pursuant to Section 6.4 of the Master Declaration, Parcel A as set forth on the Phase 1 Wren Cove Plat is designated as Neighborhood Assessment Areas exclusive of Copper Canyon Drive. Common Expenses of the Association pertaining to construction, maintenance, and repair of the portion of Parcel A designated as Copper Canyon Drive shall remain Common Expenses of the Association and shall not be included as Neighborhood Assessments. Further, the 30’ public ingress and egress area of Parcel C shall be excluded from the Common Expenses of the Association as it relates to installation, maintenance and repair of any improvements to allow utilization of such ingress and egress area by the Owners of Lots 37 and 38. The ingress and egress area shown on said Parcel C shall be a non-exclusive ingress and egress easement in favor of the Owners of Lots 37 and 38 and said Owners shall be solely responsible for installation, maintenance and repair of said ingress and egress area. All areas within Parcel A exclusive of Copper Canyon Drive and exclusive of any area of Parcel A, upon which a monument, landscaping, drainage improvement or other amenity is erected, constructed, built and maintained shall be operated, maintained, repaired and replaced by the Association for the sole and primary benefit of Owners of Lots within the Wren Cove Neighborhood.

The Neighborhood Assessment Areas may be expanded for the benefit of the Lot Owners within the Wren Cove Neighborhood by the Board. All Common Expenses of the Association pertaining to the operation, maintenance, repair and replacement of the Neighborhood Assessment Area designated herein, including but not limited to (a) contributions to reserves for maintenance,

replacement and repairs and for contingencies, (b) any additional premiums charged to the Association because of the type of improvements 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 Owners of Lots within the Wren Cove Plat. The Neighborhood Assessments shall be levied against the Lots within the Wren Cove 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.

6. **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 located within the Wren Cove Plat.
7. **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).
8. **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 land within the Wren Cove Plat, including but not limited to all Lots created therefrom; (b) shall inure to the benefit of and shall be enforceable by the Master 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, including any lender to whom Declarant or Tract Declarant have granted third beneficiary status to enforce this Tract Declaration and/or the Master Declaration under a valid deed of trust encumbering the land within the Wren Cove Plat; 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.
9. **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.
10. **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.

- 11. **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.
  
- 12. **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.
  
- 13. **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 Wren Cove Plat, or upon the activities or conduct of owners, residents or others upon or about the land located within the Wren Cove Plat 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:**

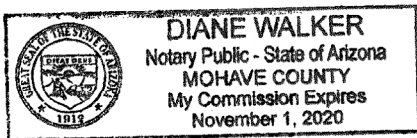
**RAGING RIVER MANAGEMENT CORPORATION,**  
a Delaware corporation

By: *James M. Komick*  
James M. Komick, President

STATE OF ARIZONA        )  
  ) ss  
County of Mohave        )

On this 21<sup>st</sup> day of August, 2020, before me personally appeared James M. Komick, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed the above document.

[seal]



*Diane Walker*  
NOTARY PUBLIC exp 11/1/20



**DECLARANT:**

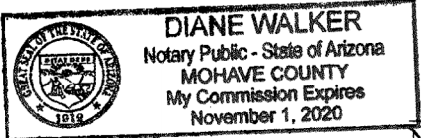
**HAVASU RIVIERA, L.L.C.**, an Arizona limited liability company

By: *James M. Komick*  
James M. Komick, Manager

By: *K. Komick*  
Kenneth J. Komick, Manager

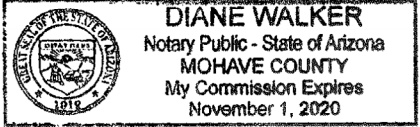
STATE OF ARIZONA        )  
  ) ss  
County of Mohave        )

On this 21<sup>st</sup> day of August, 2020, before me personally appeared James M. Komick, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed the above document.

[seal]  *Diane Walker*  
Notary Public *exp 11/1/20*

STATE OF ARIZONA        )  
  ) ss  
County of Mohave        )

On this 21<sup>st</sup> day of August, 2020, before me personally appeared Kenneth J. Komick, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed the above document.

[seal]  *Diane Walker*  
Notary Public *exp 11/1/20*

**MASTER PLANNER:**

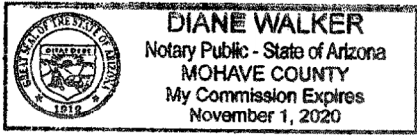
**RAGING RIVER MANAGEMENT CORPORATION,**  
a Delaware corporation

By: *James M. Komick*  
James M. Komick, President

STATE OF ARIZONA        )  
  ) ss  
County of Mohave        )

On this 21<sup>st</sup> day of August, 2020, before me personally appeared James M. Komick, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed the above document.

[seal]



*Diane Walker*  
Notary Public 11/1/20  
*etp*