

Lakeview Property Owners Association

550 London Bridge Rd. Lake Havasu City, AZ 86403

Phone: (928) 855-5515 Fax: (928) 855-2563 <http://lakeviewpoa.wix.com/home>

THIRD AMENDMENT DECLARATION OF RESERVATION TOGETHER WITH **COVENANTS, CONDITIONS, AND RESTRICTIONS** FOR TRACT 2241, LAKE HAVASU CITY, MOHAVE COUNTY, STATE OF ARIZONA

THIS DECLARATION, made this 1st day of January, 2009 by LAKEVIEW PROPERTY OWNERS ASSOCIATION, an Arizona Non-Profit Corporation, having a principal office at Lake Havasu City, County of Mohave, State of Arizona, which is the Association that administers the Properties in Tract 2241, Lake Havasu City, County of Mohave, State of Arizona.

WHEREAS, the present Declaration of Reservations for Tract 2241, Lake Havasu City, County of Mohave, State of Arizona is recorded at Book 136 of Dockets, Pages 336-346, Records of Mohave County, State of Arizona on January 8, 1969, and

WHEREAS, Declarant is a Non-Profit Corporation organized under the Laws of the State of Arizona which administers the real property subject to the aforementioned Declaration of Reservations, and said property consists of that certain Tract 2241, Lake Havasu City, County of Mohave, State of Arizona as per plat thereof recorded as map No. 36525 in the Records of said County, and

WHEREAS, said Declaration provides at Page 10, Section H (2) in part as follows:

“These Covenants, Conditions, and Restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1989, at which time said Covenants, Conditions, and Restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of the Owners of the majority of the Lots in said Tract, it is agreed to change said Covenants, Conditions, and Restrictions in whole or in part.”

WHEREAS, the Owners of a majority of the Lots in said Tract 2241, Lake Havasu City, County of Mohave, State of Arizona did vote on or before January 1, 2009 to change the Covenants, Conditions, and Restrictions to the form and content represented by this Document, and

1.

WHEREAS, by the aforementioned vote the Declarant was directed to certify, establish, and execute this Declaration of Reservations together with Covenants, Conditions, and

Restrictions for Tract 2241, Lake Havasu City, County of Mohave, State of Arizona and subject the Lots in the said Tract 2241 to said Covenants, Conditions, and Restrictions.

NOW THEREFORE, the Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development, and improvement of said Tract, and that

THIS DECLARATION is designed for the mutual benefit of said Lots in said Tract and said protective conditions are hereby fixed upon and subject to which all lots, parcels, and portions of said Tract shall be held, leased or sold, all for the mutual benefits of the Lots in said Tract and of each owner thereof, and shall run with the land, shall inure to and pass with each said Lot and parcel of land in said Tract, shall apply to and bind the respective successors and interest thereof, and further are and each thereof is imposed upon said Tract as a mutual equitable servitude in favor of each and every parcel of land therein.

COMMITTEE OF ARCHITECTURE

THE BOARD OF DIRECTORS shall appoint a committee of Architecture, hereinafter sometimes called "Committee", consisting of up to five (5) persons. The Board of Directors shall have the further power to create and fill vacancies on the Committee. Committee may also consist of elected members of the Board in lieu of five (5) appointees.

IT SHALL BE the general purpose of this Committee to provide for the maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision.

THE COMMITTEE shall be guided by and, except when in the sole discretion good planning would dictate to the contrary, controlled by this Declaration of Reservations. The Committee shall make available a copy of this Declaration of Reservations together with Covenants, Conditions, and Restrictions to any and all Lot owners upon request.

THE COMMITTEE shall determine whether the Conditions contained in this Declaration are being complied with.

THE COMMITTEE may adopt reasonable rules and regulations in order to carry out its duties.

SAID COVENANTS, CONDITIONS, AND RESTRCTIONS ARE AS FOLLOWS

RESTRICTIONS

That all of the Lots within this subdivision with the exception of Lot "A" and Parcel "C", Block 5, Tract 2181, shall be designated as Single Family Residential Mobile Home Area Lots and shall be improved, used, and occupied under the Covenants, Conditions, and Restrictions as set forth under R-MH Land Use Regulations.

That the area designated on the recorded map as Lot "A" and Parcel "C", Block 5, Tract 2181, shall be designated as a common or community area, which shall be improved and used solely for the purpose of recreational and functional buildings, structures and facilities, which shall be used by the members of said

"Association" in accordance with such rules and regulations as may from time to time be prescribed by said Association and not otherwise.

No mobile home, together with any other structures (structure as defined in the Uniform Building Code as adopted from time to time by Lake Havasu City), shall comprise of either more than sixty percent (60%) of the lot size or less than 920 square feet. No mobile home shall have an originally manufactured living area greater than 2,000 square feet or less than 720 square feet, except that, if in the opinion of the Committee of Architecture, such use would not be incompatible with, nor detract from, the aesthetic appearance of the neighborhood. Units larger or smaller may be allowed upon such conditions as the Committee of Architecture may set out.

All definitions and designations of Land Use Regulations refer to those contained in the Declaration of Reservations recorded with this Tract and those contained in pages 3 through 43 inclusive of that certain Declaration of Reservations as recorded for Tract 142-A in the Office of the Mohave County Recorder in Docket No. 88 at Pages 339 to 382 inclusive, which said pages are hereby incorporated and by this reference made a part of these Reservations affecting Tract No. 2241, and are not to be confused with any Land Use Regulations or definitions contained in any of the Sections of Ordinance of the County of Mohave and City of Lake Havasu provided, however, **IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS DECLARATION CONFLICT WITH ANY OF THE SECTIONS OF ORDINANCE 306 COUNTY OF MOHAVE, OR ORDINANCE 14.6 OF LAKE HAVASU CITY, AS APPLICABLE TO THIS SUBDIVISION, THE MORE RESTRICTIVE OF THE THREE SHALL GOVERN.**

A. DEFINITIONS

The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

1. "Association" shall mean and refer to the Non-Profit Arizona Corporation of which all Lot Owners shall be members.
2. "The Properties" shall mean and refer to all of the Lots in Tract 2241.
3. "Common Properties and Facilities" shall mean and refer to those areas of land shown on any recorded subdivision maps of this Tract and intended to be devoted to the common use and enjoyment of the Lot Owners.
4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable title (or legal title if equitable title is merged) of a Lot which is part of the Properties.
5. "Member" shall mean and refer to all those owners who are members of the Association as provided in Section B.1 hereof.

B. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership

Every person or entity who is a record owner of equitable title (or legal title if equitable title is merged) of any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2. Voting Rights

Member shall be entitled to one vote for each Lot in which they hold the interest required for membership by subparagraph 1 of this Section B. When more than one person holds such interest or interests in any Lot, all such persons shall be members and the vote for each Lot shall be exercised as they among themselves determine, **but in no event shall more than one vote be cast with respect to any such Lot.**

C. LAND USE AREAS – RESIDENTIAL MOBILE HOMES

In addition to the preceding restrictions and those hereto incorporated by reference, the following shall be applicable to the R-MH Land Use Area as defined in the said Declaration of Reservations:

1. Construction and Additions

No mobile home, building, addition, accessory, fence, wall, patio, or other improvement shall be commenced, erected or maintained, nor shall any addition to, change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, and location of such structure or improvement have been submitted to and approved in writing by the Committee of Architecture. Members applying for approval of plans and specifications from the Committee of Architecture must send the plans and specifications by certified mail or if delivered in person must obtain a receipt from the office manager or a member of the Board of Directors. All plans or modifications submitted by a member must be approved or rejected in writing within thirty (30) days of receipt. The failure to give notice of its disapproval of such plans and specifications with thirty (30) days after receipt thereof by said Committee of Architecture shall be deemed to constitute its approval thereof. Member must meet all City Ordinances and obtain all required permits.

2. Livestock/Sewage Systems/Setbacks

The provisions of subsections D.1, D.2, D.3, and D.7 of Section D LAND USE AREAS – RESIDENTIAL which refer respectively to Livestock, Poultry and Pets, Sewage Disposal Systems, Side Distances, and Side Yard Setback, on Page 11 of the Declaration of Reservations for Tract 142-A , heretofore incorporated by reference, applicable to R-1 Land Use Areas shall be applicable to R-MH LAND USE AREA.

3. Mobile Homes/Size/Plumbing Systems/Date and Type of Manufacturer

No mobile home may be placed on any Lot until approved in writing by the Committee of Architecture as to size, condition, and appearance. Said mobile homes must have complete sanitary facilities, including (among others) a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with state health requirements. The plumbing shall conform to the requirements of the Uniform Building Code as adopted from time to time by Lake Havasu City. Mobile home installations are limited to mobile homes originally manufactured to Federal Housing and Urban Development Standards and originally manufactured as a residential unit or dwelling. No mobile home more than three (3) years old and not in good condition may be brought into the park for installation.

4. Spaces Below Mobile Homes Enclosed

Space between mobile homes and ground or slab must be enclosed with matching metal, masonry, or such other material as may be approved by the Committee of Architecture and such enclosure must be completed within thirty (30) days following the date of mobile home installation.

5. Awnings

Open and closed awnings shall be permitted, the size, design and placement of which shall be subject to the approval of the Committee of Architecture.

6. Storage of Boats, Boat Trailers or House Trailers, and RVs

A fenced and locked community parking lot is provided for parking of boats, boat trailers, campers, house trailers, and RVs. All members must abide by the current Storage Lot Policy. No parking of any vehicle on any part of a lot other than the driveway or carport. No member shall be allowed to store “junk vehicles” in the Storage Lot or on any individual Lot. The city defines a “junk vehicle” as “any vehicle in plain view which is on blocks or deflated tires; or from which the chassis, engine, wheels or tires have been removed; or without valid registration when required by Federal, State or Local law; or which is damaged or in such condition that it cannot be operated.”

All campers, house trailers, or RVs parked on Owner’s Lot may not be occupied. Human waste shall not be disposed of on owner’s property, vacant lots or Common Properties and Facilities. Violators shall be subject to a fine levied by the Board of Directors not to exceed one thousand dollars (\$1,000) plus fines levied by the City Sanitation Department.

7. Clothing Drying Racks and Lines

All drying wash must be hung in an area not visible from the street. A folding drying rack of not more than seven (7) feet in height may be placed on the back of any Lot.

8. Antennas – TV/Radio

A rectangular television antenna no larger than two (2) feet in width by three (3) feet in height or four (4) feet in length may be installed on the mobile homes, providing the maximum height of the antenna does not exceed fifteen (15) feet from the ground or two (2) feet above existing mobile height. Satellite antennas may be installed by owners on the condition that it not be more than three (3) feet in diameter, the top of the antennas shall not be higher than fifteen (15) feet from the ground; side yard and back yard setbacks in accordance with provisions in Paragraphs D (3) (b) and (c) of this Declaration are applicable to the installation of satellite antennas. These antennas must not be placed on a Lot so as to obstruct any neighbor’s view. Plans and drawings must be approved by the Committee of Architecture before installation.

9. Occupancy

No mobile home shall be occupied prior to a Certificate of Occupancy being

issued by the Lake Havasu Development Service Department. Furthermore, no owner, tenant, or guest may occupy a mobile without proper sanitary facilities; i.e., must have sewer connected and water turned on along with trash removal.

10. Refuse/Trash/Garbage

No member shall allow old furniture, trash, lumber scraps, tree trimmings, “junk vehicles” (as previously defined), or other refuse to collect on their property. If such refuse is not removed, City Code Enforcement will be notified. If such refuse is not removed after notification to the owner by the Board to remove said refuse within fifteen (15) days, the Board shall by its action have the refuse removed and the member billed for the cost of removal of such refuse. Failure by the member to pay for removal of refuse shall result in a lien being placed against the property as contemplated in Section F.1.

D. R-MH LAND USE REGULATIONS

The following regulations shall apply in the R-MH Mobile Home Area unless otherwise in these Reservations.

1. Uses Permitted

- a.** A one-family mobile home dwelling on a Lot, except that an expanding unit or multiple units designed to form one complete dwelling may be placed on a Lot.
- b.** A cabana, ramada, patio slab, carport, and a small utility closet, the plans and designs of which must meet all City adopted building and zoning ordinances. Member must check with the City prior to construction and obtain all proper permits. The member must also obtain written approval of the Committee of Architecture. The above may be replaced, repaired, or upgraded, with the Committee of Architecture approval and by obtaining the necessary building permits from Lake Havasu City.
- c.** Maintaining mail address for commercial, professional and business license purposes only, provided no stock in trade, supplies, nuisance producing apparatus or equipment are kept on the premises, and provided that no employees or assistants are engaged for said services on the premises.
- d.** One (1) professionally made unlighted sign not to exceed four (4) square feet in area advertising the premises for sale, lease or rent, located not nearer than ten (10) feet to adjoining premises, nor nearer than five (5) feet to a street line.

2. Maximum Mobile Home Height

One level not to exceed fifteen (15) feet.

3. Minimum Yard Requirements

Except where there is specifically called out on the Subdivision Map which specification shall control, the following shall apply:

- a. Front yard setbacks shall conform to a minimum depth of ten (10) feet from the front property line to the furthest structural projection, including porches, but not including awnings, overhangs, or planters.
- b. A side yard setback shall be maintained of at least five (5) feet in depth from all side property lines to the building line of any structure, with a minimum clearance of forty (40) inches from awnings or projections to the side property line. Supports for awnings or other projections must have a (5) foot setback from side property lines. Corner lots shall maintain a minimum setback of ten (10) feet from the side street line with a five (5) foot rear yard setback.
- c. A rear yard shall be maintained of at least ten (10) feet from the property line to the nearest building line, excepting fences, walls, and hedges when used as a property or boundary lines separation.

4. Maximum Area of Dwelling

Notwithstanding uses permitted herein, no more than sixty percent (60%) of the total lot area shall be used for the mobile home and other structures.

5. Subdivision of Lots

No residential lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale, or rental purposes.

E. PROPERTY RIGHTS IN THE COMMON PROPERTIES AND FACILITIES

1. Members' Easements of Enjoyment

Subject to the provisions of subparagraph 2, every member shall have a right and easement of enjoyment in and to the Common Properties and Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot.

2. Extent of Members' Easements

The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and
- b. Facilities and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition of continued enjoyment by members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- c. the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- d. the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- e. the right of the Association to dedicate or transfer all or any part of the Common Properties and Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication, transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast sixty percent (60%) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action there under is sent to every Member at least thirty (30) days in advance of any action taken.

F. COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments

Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) quarterly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and (3) **any costs and attorney's fees in connection with the enforcement of any provisions of this Declaration.** The quarterly and special assessments together with such interest thereon, and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due to be pro-rated as of Close of Escrow.

2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, and safety of the residents in this Tract and in particular for the improvement, mortgage retirement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and Facilities including, but not limited to, the construction of improvements thereon; the payment of taxes and insurance thereon; repair, replacement and additions thereto; and for the cost of labor, equipment, materials, management, and supervision thereof.

3. Basis of Quarterly Assessments

Quarterly assessments by the Association shall be reasonable and shall be based on the cost of maintenance of said facilities and the furnishing of any and all services with respect to the Common Properties and Facilities, and shall also include payments for the retirement of any mortgage.

4. Special Assessments for Capital Improvements

In addition to the assessments authorized by subparagraph 3 above, the Association may levy in any assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a described capital improvement upon the Common Properties and Facilities including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty percent (60%) of the votes of Members who are voting in person or by absentee ballot at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

5. Change in Basis and Maximum of Monthly Assessments

The Board of Directors may change quarterly assessments for any period as to occupied or unoccupied Lots. Such increase of quarterly assessments shall not exceed five percent (5%) annually per Lot. All properties will be assessed at the same rate, whether occupied or vacant.

In addition to the power to increase quarterly dues as given to the Board, the Association may increase dues by sixty percent (60%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

6. Quorum for Any Action Authorized Under Subparagraph 4

The quorum required for any action authorized by subparagraph 4 hereof shall be as follows:

At the first meeting called, as provided in subparagraph 4 hereof, the presence of the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in subparagraph 4, and the required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7. Date of Commencement of Quarterly Assessments, Due Dates, Place of Payment

The assessments for each quarter shall become due and payable on or before the tenth (10th) day of the quarter. A \$15.00 late fee will be charged when an assessment is unpaid fifteen days after its due date (as stated in Arizona Statute 33-1803) for every month if a balance remains on the quarterly assessment. Payment of assessments shall be made to the Board of Directors of the Association at its office in Lake Havasu City, State of Arizona, or at such bank or savings and loan association as it shall designate from time to time and notify Members thereof. The date of any special assessment under Subparagraph 4 hereof shall be fixed in the resolution authorizing such assessment.

8. Duties of the Board of Directors

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

9. Effect of Non-Payment of Assessment/The Personal Obligation of the Owner/The Lien/Remedies of the Association

If the assessments are not paid on the date when due (being the dates specified in subparagraph 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becomes a continuing lien on the Lot against which made, which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns and shall be payable within ten (10) days after such assessment is due. The personal obligation of the then Owner to pay such assessment, however, shall remain his/her personal obligation. The Association shall be entitled to enforce its rights hereunder by following the procedure provided for the enforcements of Mechanics and Materialmen's Liens in the State of Arizona.

10. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

11. Exempt Property

The following property subject to this Declaration shall be exempted from the assessments, charge and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties and Facilities as defined in Section A. c. hereof; (c) all properties exempted from taxation by the laws of the State of Arizona, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

G. FORMATION OF ASSOCIATION MANAGEMENT

The Association shall be a Non-Profit Corporation which pursuant to the provisions of the laws of the State of Arizona shall provide for the management of the Common Properties and Facilities by a Board of Directors elected by the Members, or a management agent appointed by the Members of the Board of Directors.

H. GENERAL PROVISIONS

1. Notices

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

2. Duration and Amendment

This Declaration and these Covenants, Conditions, and Restrictions shall remain in effect for a period of seven (7) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of seven (7) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the then Owners of not less than sixty percent (60%) of the Lots on said Property, which said instrument shall be recorded in the Office of the Recorder of the County of Mohave, State of Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any seven (7) year extension, and such date shall be deemed to be January 1, 2009, and each seven (7) year extension therefrom.

3. Severability

In the event that any of the provisions of this Declaration in each area of Land Use Regulations conflict with any other of the sections therein, the more restrictive of the two shall govern. If any paragraph, section, sentence, clause or phrase of the Covenants, Conditions, and Restrictions herein contained shall be or become illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that those Covenants, Conditions, and Restrictions herein contained would have been and are imposed and each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any or more other paragraphs, sections, sentences, clauses or phrases are or shall become illegal, null or void.

4. Enforcement

The Covenants, Conditions, and Restrictions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or occupying any lot on said property, their heirs, executors, administrators, successors, grantees and assigns. After the date on which this instrument has been recorded, these Covenants, Conditions, and Restrictions may be enforced by the Association or its Board of Directors, which shall have the right and duty to enforce the same and expend Association monies in pursuant thereof, and also may be enforced by the Owner of any Lot or any one or more of said Properties. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. In the event the Association employs an attorney or attorneys to enforce said lien or the collections amount due pursuant to this Declaration, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, the Owner, Owners and parties **against whom the action is brought shall pay all attorney's fees and costs** thereby incurred by the Association in the event the Association prevails in any such action.

5. Nuisance

No obnoxious or offensive activity shall be carried on any Lot or in any mobile home, in the Common Properties and Facilities or in any portions of the project, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners or to the neighborhood, as defined by Lake Havasu City Development Code Nuisance Ordinance.

No burning of refuse or debris shall be permitted without the prior consent of the Board. No waste shall be permitted in the common elements.

6. Violation of the Law

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

7. Guests/Tenants

Members shall be responsible for the actions of their guests and tenants.

Any damage to Common Properties and Facilities' buildings, fencing, vacant land, or theft of Association property shall be the **financial responsibility of the Member to replace or repair** at the discretion of the Board of Directors.

8. Punitive Action

Any violation or infraction of the foregoing Declaration of Covenants, Conditions, and Restrictions may, at the discretion of the Board, result in a fine not in excess of one thousand (\$1,000) and/or other penalties which the Board may deem necessary to correct the violation.

In any such case, prior to the levy of any fine or other punitive action, the property owner shall be entitled to notice of the proposed Board action and be provided with an opportunity to be heard on the matter before any official Board action. Should fines be levied and not paid, the Board shall have the power to file a lien against the property in Tract 2241 to achieve collection, all as contemplated by subsection "F" of this Declaration.