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Fee # 84-34195
Recorded in Official Records
of Mohave County, Arizona
SEP 12 1984 - 11 15 AM
Joan McCall, Recorder

CORRECTED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
TIERRA DEL RIO SUBDIVISION

\$ 25.00

1 of 25



THIS DECLARATION, made on the date hereinafter set forth by Tierra Del Rio of Mohave Limited Partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the area known as Mohave Valley, County of Mohave, State of Arizona, which is more particularly described as:

The West 1/2 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 19 North, Range 22 West

WHEREAS, said lands are being developed in phases, and the lands included within phase I (hereinafter referred to as the "Properties") are described as follows:

All of the lots contained in Tierra Del Rio Tract 4048-A, according to the plat in the Mohave County Recorder's Office as Fee No. ~~24-33398~~.

Subject to all easements and other matters of record.

WHEREAS, it is recognized that the lands in the Mohave Valley, Arizona, evince a natural beauty and attractiveness;

WHEREAS, this Declaration is intended to guide the further development and use of Tierra Del Rio Subdivision so that it will continue to be in harmony with and appear indigenous to its natural surroundings;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall

This corrected Declaration is being recorded to correct that Declaration recorded September 6, 1984, in Book 1052, page 954.

run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Committee" shall mean a committee of one or more representatives appointed by the Board of Directors of the Association. The first representative shall be Ray W. Jackson III.

Section 2. "Association" shall mean and refer to Tierra Del Rio Homeowners Association, its successors and assigns.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Parcel A, Block 3, Tierra Del Rio Tract 4048-A, according to the plat in the Mohave County Recorder's Office as Fee No. 84-33398.

Section 4. "Declarant" shall mean and refer to Tierra Del Rio of Mohave Limited Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 8. "Subdivision" shall mean Tierra Del Rio as described in the recitals of these Restrictions.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A member(s) shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1991.

Lots to be included in an area announced by Declarant to be annexed in accordance with the general plan provided to the FHA and VA shall be allocated votes as provided above, even though a Final Plat for that property has not been recorded and FHA and VA approval has not been obtained.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's

fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Forty-Four Dollars (\$144.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

BUILDING AND USE RESTRICTIONS

Section 1. Single Family. The Lots are hereby restricted to single-family dwellings for residential use only by one (1) family.

Section 2. Restrictions. Without the written permission of the Architectural Committee first obtained in accordance with these Restrictions, no person or entity of any nature shall commence or maintain any improvements of any nature upon any of the Lots, including without limitation, excavation, site preparation, tree removal, demolition of existing improvements, landscaping, fences, walkways, roadways, driveways, signs, exterior lights, foundations, exterior painting, walls or buildings of any nature (other than repainting in colors substantially similar to the colors originally approved) either temporary or permanent, or any alterations or additions to the exterior of any improvements unless previously approved by the Architectural Committee. The rights in the Lots which are conveyed to grantees shall be subject to the following restrictions ("Restrictions") at all times, in addition to the restrictions imposed by applicable zoning law (the latter of which shall control in the event of a conflict); in no event shall

the Architectural Committee approve any buildings or improvements, nor shall any buildings or improvements be constructed or maintained upon any of said Lots which violate any of the following Restrictions:

(a) No building shall be permitted on any Lot at a cost of less than \$33,000 based upon cost levels prevailing on the date these Restrictions are recorded; it being the intention and purpose of the Restrictions to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Restrictions are recorded at the minimum cost stated herein for the minimum permitted dwelling size. No building may exhibit any exposed roofline at the gable end. The appearance of the roofline of any building shall be blocked by parapet walls no less than 8" in height. The appearance of the overhang and roofline on all sides adjacent to the gable end shall be blocked, when viewed from the gable end, by wing walls extending above the roofline no less than 8", and beyond the overhang no less than 1". All building plans shall provide for at least two five gallon trees with an underground sprinkler system installed to each tree.

(b) All buildings or structures erected on said Lots shall be of new construction, and no building or structure shall be moved or removed from other locations onto said premises. Mobile homes, trailers and manufactured housing are expressly prohibited. Upon

commencement of construction, the Owner shall proceed with reasonable dispatch and due diligence to complete any dwelling or structure. Not more than one (1) single-family structure may be erected on any individual Lot; provided, however, said structure may contain an attached private garage or carport. No outbuildings shall be erected, placed or maintained on any Lot. Every residential structure hereinafter constructed shall have a fully enclosed floor area devoted to living purposes, exclusive of porches, terraces and garages of not less than 900 square feet. Floor area shall mean all of the area which has a ceiling height of not less than 6 feet 6 inches. All structures must include at least one (1) standard size single carport or garage.

(c) No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines stipulated on the recorded plat or as otherwise required under applicable zoning laws. In any event, no building shall be located on any Lot nearer than 20 feet to the front line, or nearer than 5 feet to any side street line, except that, on all Lots abutting cul-de-sacs, no building shall be located nearer than 20 feet to the street property lines of said streets.

(d) No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior Lot nearer than 25 feet to the rear lot line.

(e) For the purposes of these Restrictions, eaves, steps and open porches shall not be considered

as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

(f) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except by the Declarant, Ixtapa Builders Corporation or contractors having first secured a permit from the Architectural Committee for a temporary structure during the course of construction.

(g) All colors and outside lights and lighting fixtures shall be indigenous to the natural surroundings.

(h) No outside lighting, other than indirect lighting, shall be placed, allowed or maintained on any Lot.

(i) Drainage easements are reserved as shown on the recorded plat. Within these drainage easements, no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established drainage, create erosion or sliding problems or which may change the direction of the flow of drainage channels or obstruct or retard the flow of water through drainage channels. The drainage easements of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(j) Fences and walls will not be permitted without approval of the Architectural Committee. No fence or wall may substantially obstruct the free flow of water.

(k) The Owners of contiguous Lots who have a party fence shall both equally have the right to use such fence provided, however, that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

(l) In the event any party fence is damaged or destroyed through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party fence without cost to other adjoining Lot Owner or Owners.

(m) In the event any such party fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his agents, guests or family, it shall be the obligation of all Owners whose lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

(n) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property

lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(o) No wall or fence shall be erected or maintained nearer to the front street line than a line running parallel with the front walls of the dwelling unit erected by Declarant on each such lot. No side or rear fence or wall shall be more than 6 feet in height.

(p) No exterior radio or C.B. antenna of any type shall be placed, allowed or maintained upon any lot, external of any improvements.

(q) On-street parking is restricted to deliveries or short-time guests and invitees.

(r) No exterior storage of any items of any kind shall be permitted unless such exterior storage is in areas attractively screened or concealed from view from neighboring Lots and streets. This provision shall apply by way of illustration and without limitation to woodpiles, camping trailers, boats, mobile homes and unmounted pickup camper units. Also, by way of illustration and without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance, shall remain on any Lot in any manner which could be construed as being neglected, abandoned or otherwise not in frequent use.

(s) No garbage or trash shall be placed on a Lot except in sanitary containers which are adequately screened from view from any neighboring Lot. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

(t) No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any dwelling unit on any Lot.

(u) No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on any Lot. However, dogs, cats, birds or fish may be kept on any Lot as household pets so long as such pet is not, or does not become, a nuisance or threat to other Lot owners and so long as such pet is not kept, bred or maintained for commercial purposes.

(v) No owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.

(w) No tree, shrub or plant of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any sidewalk or any other pedestrian way from ground level to a height of 7 feet.

(x) No machinery, fixtures or equipment of any type (except heating, air conditioning or refrigeration equipment), shall be placed, allowed or maintained upon the ground of any Lot except in areas attractively screened or concealed from view of neighboring lots and streets; and no such machinery, fixtures or equipment





shall be placed, allowed or maintained anywhere other than on the ground (such as on the roof) except if screened or concealed in such a manner that the screening or concealment thereof appears to be part of the integrated architectural design of the dwelling unit and does not have the appearance of a separate piece or pieces of machinery, fixtures or equipment.

(y) No open fires or burning shall be permitted on any Lot at any time; and no incinerators or like equipment shall be placed, allowed or maintained on any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbeques or grills, or small household incinerators.

(z) No exterior signs or advertisements of any kind may be placed, allowed or maintained on any Lot, except that mailboxes, residential nameplates and "For Sale" and "For Rent" signs may be placed and maintained in conformity with common specifications to be promulgated by the Association, including without limitation, reasonable restrictions as to size.

(aa) No repairs of any detached machinery, equipment or fixtures, including without limitation, motor vehicles, shall be made upon any portion of any Lot within the view of neighboring Lots and streets.

(bb) No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels or mineral excavations or shafts, shall be permitted by the Owner upon or under any Lot; and no

derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted by the Owner on any Lot.

(cc) No Lot shall be permitted or utilized in such a manner as to present an unsightly appearance (including, but not limited to, clothes drying within public view), or as to unreasonably offend the morale of or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of other Owners or residents of the Lots; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon.

(dd) No Lot shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Arizona, the County of Mohave or any other governmental agency or subdivision having jurisdiction in the premises.

(ee) Motor vehicles owned or in the custody of any Owner or resident may be parked only in the carport or driveway located upon or pertaining to such person's Lot. No buses or trucks having a carrying capacity in excess of 3/4 ton or designed for commercial purposes shall be placed, allowed or maintained upon any Lot except in areas attractively screened or concealed from view of neighboring Lots and streets.

(ff) The interior of all carports shall be maintained by the Owners in a neat, clean and sightly condition. No carpenter shops shall be maintained in any carport nor automobile overhaul, repair or maintenance work conducted therein other than for temporary work or repairs for household purposes.

(gg) All maintenance and repair work shall be prosecuted diligently from commencement until complete; and all such construction, maintenance and repair shall be of workmanship and materials equal to or better than that originally employed by Declarant.

(hh) No Lot shall be further subdivided; and no portion less than all of any such Lot or any easement shall be conveyed by any Owner; provided, however, that from time to time deeds to slivers of a lot may be granted in order to adjust for fences and boundary irregularities.

Section 3. Default. In the event of any violation or breach of, or any default under these Restrictions or any one or more of the following remedies (as may be applicable) shall be available:

(a) For any violation or breach of, or default under, these Restrictions, the Board of Directors of the Association shall have the right, after ten (10) days' notice in writing to the defaulting Owner, to go upon such Lot and take such action as may be necessary to correct such violation, breach or default, including without limitation removal of any unauthorized improvements and restoration of the premises, removal of any unauthorized personal property and placing the same in storage at the expense of the defaulting Owner, repainting the exterior of any building which has been painted in an unapproved manner of color, replacement of any trees removed without approval, and cleaning up any unsightly material or debris upon any Lot. Any expenses thereby incurred by the Association shall become a lien upon such Lot which may be foreclosed.

(b) The Association and/or any Owner of one (1) or more of said Lots, may, in addition to any other remedy available at equity or law, prosecute an action or other proceedings against such defaulting Owner for injunctive relief, specific performance, damages, a judgment for payment of money and collection thereof, or the appointment of a receiver to take possession of the improvements upon such Lot. By the acceptance of a deed to any Lot or by signing a contract or agreement for the purchase of the same, each Owner does hereby agree that, in addition to the relief prayed for in such action, the defaulting Owner shall be liable for all court costs and reasonable attorneys' fees incurred in the prosecution of such action.

(c) The use of any one or more of the remedies provided for in this paragraph shall not defeat the lien of a purchase money or construction mortgage or deed of trust made in good faith and for value.

Section 4. Drainage Flow. Each Owner agrees by the acceptance of his deed not unreasonably to interfere with or obstruct the established drainage pattern over his Lot from or to adjacent Lots, except that an Owner may modify the established drainage over his Lot. (Example: By installation of pipes or paving, provided such modification is necessary for a permitted use of his Lot and provided further that the modification of drainage does not unreasonably burden or interfere with the use of the other Lots or the drainage to or from other Lots.) For the purpose of this clause, established drainage means the drainage that exists at the time the overall grading of the Lots and the landscaping thereon were completed by the Declarant.

Section 5. Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reflected on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements if such exist. The easement area of each lot and all improvements in it shall be maintained continuously by Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 6. Exemptions. The Declarant and Ixtapa Builders Corporation, an Arizona corporation, shall, during the period of construction, development and sale of homes on all Lots, be exempt from these Restrictions to the extent necessary for it to construct, develop and sell all Lots, including without limitation, the right to construct sales offices, model homes, signs, parking areas and outdoor lighting.

Section 7. Incorporation by Reference. Deeds to any Lot may contain the Restrictions herein set forth by reference to this Declaration but, regardless, of whether any such reference is made in any deed, each and all of the Restrictions shall be binding upon the grantee/owner and his heirs, executors, administrators, successors and assigns.

Section 8. Declarant. Any reference in this Declaration to Declarant shall include Ixtapa Builders Corporation and any assignee to whom any specific rights of the Declarant hereunder are assigned.

Section 9. Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his 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 and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

Section 10. Construction. In the event of any ambiguity in a provision of these Restrictions, the interpretation of the Declarant or the Association as to the meaning intended shall prevail.

Section 11. Notices. Notices provided for in these Restrictions shall be in writing and shall be addressed to the last known address of the Lot Owner in the files of the Association. Notices shall be deemed delivered when mailed by United States registered or certified mail addressed to the Lot Owner at such address or when delivered in person to such Owner.

Section 12. Annexation. These Restrictions shall not be applicable to any tracts in the Subdivision until such time as they may be annexed as provided herein.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography in accordance with Article V hereof by the Board of Directors of the Association, or by an Architectural Committee composed of one (1) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. In addition to the rights provided in Article V hereof, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the

provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described on Exhibit A attached hereto may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them. Otherwise, additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

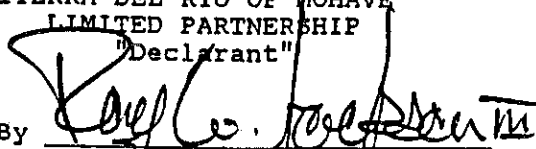
Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the

Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

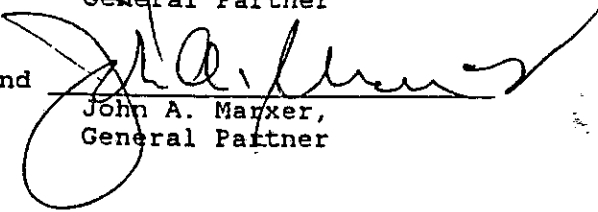
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of September, 1984.

TIERRA DEL RIO OF MOHAVE
LIMITED PARTNERSHIP
"Declarant"

By


Ray W. Jackson III,
General Partner

And



John A. Marxer,
General Partner

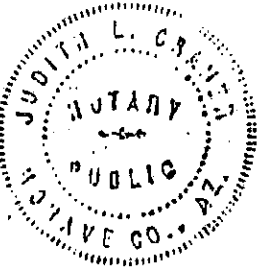
STATE OF ARIZONA

COUNTY OF MOHAVE

This instrument was subscribed and sworn to and acknowledged before me this 12th day of September, 1984, by Ray W. Jackson III, General Partner, and John A. Marxer, General Partner for Tierra Del Rio of Mohave Limited Partnership.

My commission expires 10-4-86


Notary Public



jam62b

EXHIBIT A

The West half of the Southwest quarter, and the Southwest quarter of the Northwest quarter of Section 25, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT the West 42 feet and the South 42 feet of the West half of the Southwest quarter as dedicated to the public for roadway and utility purposes by instrument recorded in Book 879 of Official Records, page 476, records of Mohave County, Arizona.

EXCEPT all oil, gas, and other mineral rights as reserved in Deed recorded in Book 96 of Deeds, page 73, records of Mohave County, Arizona.

EXCEPT that portion lying within the following described property:

BEGINNING at the Southwest corner of said Section 25; said point also being the Southeast boundary corner of Fort Mohave Mesa Ranchos subdivision as recorded November 3, 1961, Reception No. 107777, records of Mohave County, Arizona;

thence Easterly along the South section line of said Section 25, South 89°57'33" East, 1325.00 feet;

thence leaving said section line through the following courses;

North 00°03'19" East, 829.74 feet;

South 81°13'41" West, 518.45 feet;

North 17°39'07" West, 335.80 feet;

North 08°05'19" West, 67.13 feet;

North 00°06'29" East, 152.50 feet;

North 89°53'31" West, 310.00 feet;

South 00°06'29" West, 132.00 feet;

South 09°19'47" East, 222.33 feet;

South 17°39'07" East, 283.64 feet;

South 05°57'06" East, 85.48 feet;

South 00°06'29" West, 415.00 feet;

North 89°53'31" West, 522.00 feet to a point on the West section line of said Section 25;

thence Southerly along said section line South 00°06'29" West, 168.55 feet to the POINT OF BEGINNING.

3E
RT
GURTLER & KELLEY
P.O. Box 20189
Bullhead City, Arizona 86439

When Recorded ~~Return to:~~
Tierra Del Rio Homeowners Association
3900 Frontage Road, Suite 1
Bullhead City, AZ 86442



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INDEXED
99072442 BK 3422 PG 840
OFFICIAL RECORDS OF MOHAVE COUNTY
JOAN MC CALL, MOHAVE COUNTY RECORDER
12/13/1999 08:26A PAGE 1 OF 3
GURTLER & KELLEY
RECORDING FEE 9.00

DECLARATION
OF
RESTRICTIVE COVENANT
FOR COMMON AREAS IN
Tierra Del Rio Tract 4048 A,B,C,D & E

Tierra Del Rio Homeowners Association (hereinafter, Declarant), the record owner of lots and parcels in Tierra Del Rio more specifically described in Exhibit "A" attached hereto, does hereby declare and affix the following restrictive covenant which shall run with the land for a period of twenty (20) years from the date of this declaration after which it shall be automatically extended for three (3) successive periods of ten (10) years each. Any deed or document or conveyance delivered after the recordation of this Declaration shall be subject to the provisions herein and shall bind any Grantee thereof, their heirs, personal representatives, successors, transferees and assigns.

From and after the date of recording of this Declaration of Restrictive Covenant, the property described on Exhibit "A" attached hereto shall be restricted in its use to that of a common area consisting of improved or unimproved real property that is intended for the use of the owners, residents and invited guests of owners or residents of the Tierra Del Rio Tract 4048 A,B,C,D & E residential subdivision of which these common areas are a part.

It is the intent of the Declarant by this Declaration to establish lands described on Exhibit "A" attached hereto as common areas pursuant to A.R.S. 42-13351, et seq.

Dated this 8th day of December, 1999.

By: Tierra Del Rio
Homeowners Association:

Attest:

By: Whitney How
Its: President

By: Mildred J. Bigelow
Its: Secretary

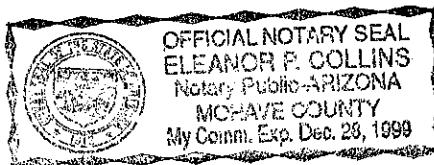
STATE OF ARIZONA)
) SS
COUNTY OF MOHAVE)

SUBSCRIBED AND SWORN to before me this 8th day of December
1999, by Mildred Bigelow.

Eleanor Collins
Notary Public

My Commission Expires:

12/28/99



STATE OF ARIZONA)
) SS
COUNTY OF MOHAVE)

SUBSCRIBED AND SWORN to before me this 8th day of December
1999, by Whitney.

Eleanor Collins
Notary Public

My Commission Expires:

12/28/99

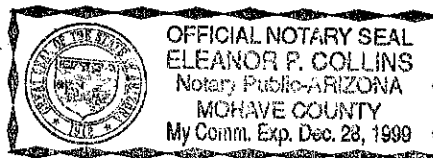


EXHIBIT "A"

| Subdivision Parcel Tract 4048 | Use | Mohave County Tax Parcel Number |
|----------------------------------|---|------------------------------------|
| Tract 4048A Parcel A | Pool, Cabana Basketball Court & Landscaping | 223-46-063 |
| Tract 4048C Parcel B | Tennis Court | 223-53-069 |
| Tract 4048D Parcel C | Pool | 223-56-082 |

Declaration of Restrictive Covenant
for Common Areas in Tierra Del Rio Homeowners Association
Page 3

tdr/decrecov/jb