



**FEE# 2012043064**

OFFICIAL RECORDS  
OF MOHAVE COUNTY  
CAROL MEIER,  
COUNTY RECORDER



08/16/2012 03:59 PM Fee: \$10.00

PAGE: 1 of 2

2

WHEN RECORDED RETURN TO:  
Mesquite Bay at Sailing Hawks  
Attn: Amy Telnes, Manager  
2563 N. Kiowa Blvd.  
Lake Havasu City, AZ 86404

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
MESQUITE BAY AT SAILING HAWKS**

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Mesquite Bay at Sailing Hawks is made entered into this 1<sup>st</sup> day of August, 2012, by Lewton Operating Company ("Declarant") as follows:

**WITNESSETH:**

**WHEREAS**, Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions, and Restrictions for Mesquite Bay at Sailing Hawks on the 11<sup>th</sup> of April, 2011 as fee number 2011022065 in the records of the Mohave County Recorder's Office relating to that certain real property located in Mohave County, Arizona more particularly described as "Property" or "Project".

**WHEREAS**, the Declaration in Article 11, Section 11.3 thereof, provides that this Declaration may be amended at any time by the affirmative vote of at least two-thirds (2/3) of the votes entitled to be cast by Class A Members, and by the Declarant.

**WHEREAS**, the Delcarant declares that it is entitled to cast affirmative votes for at least two-thirds (2/3) of the votes entitled to be cast, as such, is entitled to make this amendment.

**THEREFORE, Declarant hereby amends the Declaration as follows:**

**ARTICLE 4, SECTION 4.18 IS HEREBY AMENDED AS FOLLOWS:**

**4.18 Rental of Lots.**

No Owner may lease less than his entire Lot and the Residence situation thereon. All leases must be in writing and must provide that the terms of the lease are subject in all respect to the provisions of the Community Documents and that any violation of this Declaration or the Association Rules by the lessee or the other occupants shall be a default under the lease.

At least ten (10) days before commencement of the lease term, the Owner shall provide the Association with the following information:

- a) the commencement date and expiration date of the lease term

- b) the names of each of the Lessees and each other person who will reside in the Residence during the lease term
- c) the address and telephone number at which the Owner can be contacted by the Association during the lease term
- d) the name, address and telephone number of a person other than the Owner whom the Association can contact in the event of an emergency involving the Lot.

Any Owner who leases his Lot and the Residence situated thereon must provide the Lessee with copies of this Declaration, the Design Guidelines, and the Association Rules.

**Any lease of a Lot or Residence situation thereon must be for a term of at least THREE (3) MONTHS.**

The Owner shall be liable for any violation of this Declaration, the Design Guidelines, or the Association Rules by the lessees or other persons residing in the Residence and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.

IN WITNESS WHEREOF, this amendment to the Declaration has been executed as this 2<sup>nd</sup> day of August, 2012.

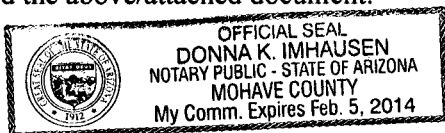
**Lewton Operating Company,  
A Wyoming Limited Partnership**

By: [Signature]  
**Charles Lewton**

**ACKNOWLEDGEMENT**

State of Arizona  
County of Mohave

On this 2<sup>nd</sup> day of August, 2012, before me personally appeared Charles Lewton, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.



[Signature]

Notary Public