

4
When recorded return to:
Mark A. Heiser, Secretary
Mesa Vista Property Owners Association
2036 Mesa Verde Way
Fort Mohave, Arizona 86426



PAGE: 1 of 4 FEE # 2006108812

B: 6532 P: 181

OFFICIAL RECORDS
OF MOHAVE COUNTY
JOAN MCCALL,
COUNTY RECORDER



11/07/2006 10:04 AM Fee: \$14.00

DOC TYPE: AMCCR

PAID BY: LENKOWSKY BIDWELL & KELLEY

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRD AMENDMENT TO DELARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Third Amendment") is made effective this 3rd day of November, 2006, by BELL TOWER DEVELOPMENT CORPORATION (the "corporation").

I. Recitals

- 1.1 The Corporation is the owner of certain real property located in Mohave County, Arizona, more particularly described on Exhibit "1" attached hereto and by this reference incorporated herein ("Parcel A").
- 1.2 Parcel A is subject to the Declaration of Easements, Covenants, Conditions and Restrictions, dated April 8, 2004, as recorded April 26, 2005, in Document 2005043532, Bk 5563, Pg 758, records of Mohave County, Arizona, as amended (the "Declaration").
- 1.3 Section 7.2 of the Declaration provides that prior to the termination of the Class B Membership, the Declarant may amend or terminate the Declaration, in such manner as Declarant determines to be necessary or appropriate in order to effectuate the property development of the Property, in any such case without the approval of any member. The Corporation was conveyed all Lots within the Subdivision by Quit Claim Deed, recorded August 2, 2005, in Document 2005084180, Bk 5752, Pg 740, records of Mohave County, Arizona. The Corporation was also assigned all rights, duties, and obligations of the Trust as the Declarants under the Second Amendment to Declaration of Covenants, Conditions and Restrictions, recorded August 25, 2005, in Document 2005093930, Bk 5797, Pg 956, records of Mohave County, Arizona.
- 1.4 Because the Class B membership has not terminated and the Declarant/Corporation may amend or terminate the Declaration, in such manner as Declarant determines to be necessary or appropriate in order to effectuate the property development of the Property, in any such case without the approval of

any member, the Corporation now desires to amend the Declaration on the terms and conditions set forth herein in order to effectuate the property development of the Property.

II. Terms and Conditions

NOW THEREFORE, the Corporation declares as follows:

2.1 Subpart D of Section 2.4 is hereby amended and restated as follows:

2.4 Additional Restrictions.

D. Fences and walls shall not exceed six (6) feet in height. The six-foot high block retaining wall installed by Declarant within the one (1) foot Vehicular Non-Access Easement along the Mountain View Road right-of-way shall be maintained in perpetuity by the lot Owner. Any fences or walls constructed by Declarant on a Lot shall be maintained by the Owner of that Lot at the Owner's expense. No Owner shall permit removal, alteration or painting of such fences or walls without the prior approval of the Committee. All fences and walls visible from the street must be decorative and shall not be of wire or chain link, or topped with barbed wire. All fences and walls shall be of decorative iron or block. No fences or walls shall be of wire, chain link, or wood. Any deviations or exceptions to these restrictions must be submitted to and approved in writing by the Architectural Control Committee (the Committee"). If an Owner fails to maintain such a fence or wall in accordance with the foregoing, the Association may perform such maintenance, and the cost thereof shall be assessed to the Owner as an Assessment.

2.2 Section 6.7 is hereby added to Article VI GENERAL PROVISIONS as follows:

6.7 Notice of Change of Address for Declarant

The address of Declarant has changed from the address recorded in the Public Records of Mohave County, Arizona. Notice to the Declarant shall be in writing and delivered or mailed to the Declarant at the address shown on this Third Amendment.

2.3 Conflict. In the event of any conflict between the terms and provisions of this Third Amendment and the Declaration, the Second Amendment, or the First Amendment, the terms and provisions of this Third Amendment shall govern and control. Except as otherwise provided in this Third Amendment to the contrary, the terms and provisions of the Declaration shall remain in full force and effect.

189

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the day and year first set forth above.

DECLARANTS

BELL TOWER DEVELOPMENT
CORPORATION

By: William H. Brining
William H. Brining
Secretary Bell Tower Development
Corporation

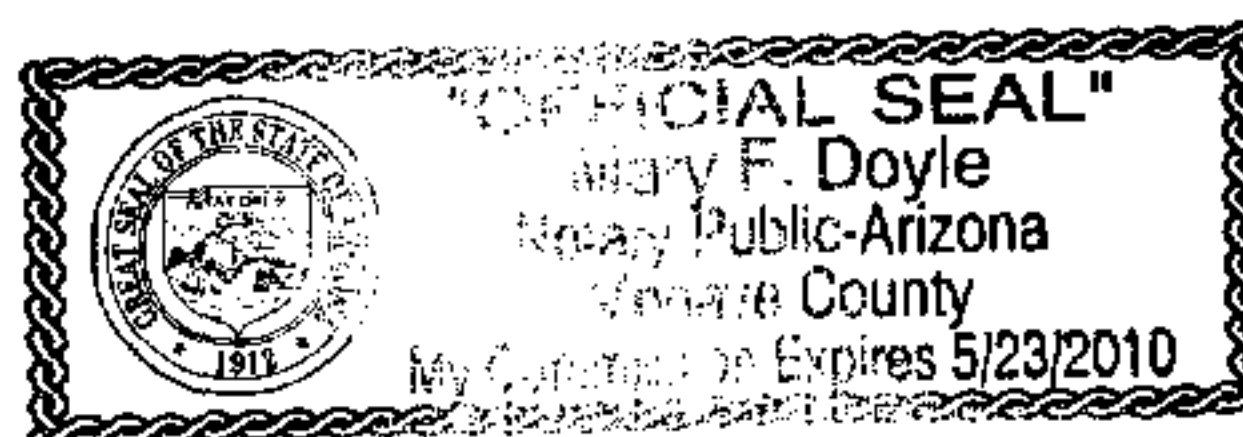
STATE OF ARIZONA)
) ss.
County of Mohave)

The foregoing instrument, the Third Amendment to Declaration of Covenants, Conditions and Restrictions, was acknowledged before me this 3rd day of November, 2006, by WILLIAM H. BRINING, Secretary for Bell Tower Development Corporation.

Mary F. Doyle
Notary Public

My Commission Expires:

5/23/2010



184

EXHIBIT "1"

Parcel A

Lots 1 through 131, inclusive, of MESA VISTA, TRACT NO. 4169, according to the plat thereof recorded March 17, 2005, at Fee No. 2005-27033 in the office of the recorder of Mohave County, Arizona, and Affidavit of Correction recorded in Book 5545, Page 62 of Official Records.

Except therefrom all mineral deposits, as reserved by instrument recorded in Book 52 of Deeds, Page 128.