



AZ License #267794 KB-01 ❖ ID License #RCE-60103

NV License #0089241 B ❖ MT License #268506

*Commercial & Residential*

*New Homes      RV Garages      Additions*

745 Kiowa Avenue, Suite 108, Lake Havasu City, AZ 86403

[www.palmiericonstructioninc.com](http://www.palmiericonstructioninc.com)

**928-486-9618**

April 2, 2025

Re: Proposed 5-duplex complex at 2441, 2443, 2445, 2447, 2449 Anita Ave and Avalon Ave.

Dear Community Members,

We are excited to invite you to a City Planning Review Meeting to discuss the proposed rezoning from R1 to R3 for the development of a new 5-duplex complex in our community. The General Plan Future Landed Use Map is being amended also from Low Density Residential to High Density Residential. This meeting will provide an opportunity for residents to learn more about the project, ask questions, and share their thoughts and concerns.

**Meeting Details:**

**Date:** April 16, 2025

**Time:** 10:00 am

**Location:** 2441 Anita Ave, Lake Havasu City, AZ

The proposed approximately .70 acre 5-complex development aims to enhance our community by providing modern amenities and improved infrastructure. The proposed development will be consistent with its surroundings, such as the already existing R-2 zoning at 1502 Avalon Dr. or 2471 Anita Ave., except there will be 5 buildings. Included in this rezoning, the parking-in -common is being shared with all C-1 limited commercial properties in lots 6 through 15, this rezone will essentially remove that. (please see attached declaration of reservations)

We encourage all community members to attend and participate in this important discussion. Your feedback will help shape the future of our neighborhood.

We look forward to seeing you there and hearing your valuable insights.

Sincerely,

  
Steve Palmieri  
President  
Palmieri Construction, Inc.

DECLARATION OF RESERVATIONS

TRACT 2242, LAKE HAVASU CITY

TRUST NO. 4610

COUNTY OF MOHAVE, ARIZONA

THIS DECLARATION, made this 18th day of December, 19 72,  
by TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation,  
having a principal office at Phoenix, Arizona, (hereinafter referred to as the  
"Declarant") who holds the land hereinafter referred to as Trustee, for the  
benefit of McCulloch Properties, Inc., a Delaware corporation, having its  
principal place of business in Los Angeles, California.

WHEREAS, the Declarant is the owner of the real property described in  
that certain Tract No. 2242 Lake Havasu City, County of Mohave, Arizona, as  
per plat thereof recorded as FEE NO. 72-27105, records of said County, and

WHEREAS, the Declarant intends to sell, dispose of or convey from  
time to time all or a portion of the lots in said Tract No. 2242, above  
described, and desires to subject the same to certain protective reservations,  
covenants, conditions, restrictions (hereinafter referred to as "Conditions")  
between it and the acquirers and/or users of the lots in said Tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby  
certifies and declares that it has established and does hereby establish a  
general plan for the protection, maintenance, development and improvements of  
said Tract, that

THIS DECLARATION is designed for the mutual benefit of the lots in  
said Tract and Declarant has fixed and does hereby fix the protective conditions  
upon and subject to which all lots, parcels and portions of said Tract and all  
interest therein shall be held, leased, or sold, and/or conveyed by the owners  
or users thereof, each and all of which is and are for the mutual benefit of the  
lots in said Tract and of each owner thereof, and shall run with the land and  
shall inure to and pass with each such lot and parcel of land in said Tract,  
and shall apply to and bind the respective successors in interest thereof, and  
further are and each thereof is imposed upon each and every lot, parcel or  
individual portion of said Tract as a mutual equitable servitude in favor of  
each and every other lot, parcel or individual portion of land therein as the  
dominant tenement, and in favor of Declarant.

### COMMITTEE OF ARCHITECTURE

DECLARANT shall appoint a Committee of Architecture, hereinafter sometimes called "Committee", consisting of five (5) persons. Declarant shall have the further power to create and fill vacancies on the Committee.

IT shall be the general purpose of this Committee to provide for 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 their 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 to any and all lot owners upon request.

SAID COMMITTEE shall adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any lot owner upon the consent of any one of the members of said Committee. Said Committee shall by a majority vote elect one of its members as chairman and one of its members as secretary and the duties of such chairman and secretary shall be such as usually appertain to such offices. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by a majority vote and none of said rules or regulations shall be deemed to be any part or portion of said conditions.

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 CONDITIONS ARE AS FOLLOWS:

THAT Lots 6 thru 15 inclusive of Block 1, and Lot 6 of Block 4 shall be designated as Limited Commercial Area Lots and shall be improved, used, and occupied under conditions set forth under C-1 LAND USE REGULATIONS, as hereinafter defined,

RESERVING THEREFROM; All that portion of the Lots 6 thru 15 inclusive lying northeasterly of the building set back line to the street, AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES, DRIVEWAYS, AND PARKING TO BE USED IN COMMON WITH ALL OTHER C-1 LIMITED COMMERCIAL AREA LOTS IN SAID TRACT;

THAT all the remaining lots in this tract, EXCEPT Parcel "A" shall be designated as Two-Family Residence Area Lots and shall be improved, used, and occupied under the conditions set forth under R-2 LAND USE REGULATIONS;

THAT Parcel "A" shall remain unrestricted as to use until such time as the Declarant determines the best possible use of said parcel in the development of the area.

DECLARANT reserves the right to convey and/or dedicate rights of way and easements for public utilities, television and/or communication cables, and drainage purposes over a five foot strip of land within and along all side and rear lot lines of each and every lot, except as to all commercial zoned lots or parcels, and except as to any such easement along such side or rear lot lines

as shown on the recorded plat, together with the privilege to assign this right at any time, in Declarant's sole discretion, to McCulloch Properties, Inc., or its successors or assigns. This right shall run with the land for the time herein provided and as may be extended.

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 42 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. 2242, 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 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, AS APPLICABLE TO THIS SUBDIVISION, THE MORE RESTRICTIVE OF THE TWO SHALL GOVERN.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1992. At that time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the owners of the lots in said Tract it is agreed to change said Conditions in whole or in part.

In the event that any of the provisions of this Declaration 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 conditions and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be 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 conditions and covenants herein contained would have been and are imposed, including each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases are or shall become or be illegal, null, or void.

If any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions or covenants herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions or covenants and either to prevent him or them from so doing or to recover damages or other dues for each violation.

In order to enhance and protect the value of the lots described herein the right to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any Conditions either to prevent such violations or to recover damages or other dues for each violation is also expressly reserved to Declarant, its successor or assigns whether or not Declarant is a lot owner. This reservation shall terminate when improvements have been erected in conformance with these Conditions on 90% of the lots in this subdivision.

PROVIDED, HOWEVER, that a breach of any of the foregoing conditions or covenants shall not in any wise affect any valid mortgage or lien made in good faith and for value and not made for the purpose of defeating the purposes of such reservations and restrictions.

IN WITNESS WHEREOF, TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA has caused its corporate name and seal to be hereunto affixed by its officer thereunto duly authorized this 18th day of December, 19 72.

TRANSAMERICA TITLE INSURANCE  
COMPANY OF ARIZONA, Trustee

By

  
Trust Officer

STATE OF ARIZONA )  
County of Mohave ) ss.

On this, the 18th day of December, 19 72, before me, the undersigned officer, personally appeared K. L. Cameron who acknowledged himself to be the Trust Officer, of the Transamerica Title Insurance Company of Arizona, a corporation, and that he as such Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Felipa L. Flores  
Notary Public

My commission expires: My Commission Expires April 20, 1975

INDEXED MISCELLANEOUS

RECORDED AT REQUEST OF M. C. Cullock Properties Inc.  
December 18, 1972 at 30 MIN. PAST 11 O'CLOCK,  
A M. IN BOOK 77 OF OFFICIAL RECORDS 556-559 RECORDS OF MOHAVE  
COUNTY, ARIZONA.

72-27106

Peg B Smith  
Mohave County Recorder

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## **2441 Anita Proposed 5-Duplex Complex** **Meeting Wednesday, April 16, 2025 at 10am** **Minutes**

Steve Palmieri arrived at 2441 Anita Ave, LHC at 9:45 am for the 10:00 am meeting. Cody Smith, the projects manager, arrived at 9:55 am for the 10:00 am meeting. No one showed up. Steve and Cody left the meeting at 10:25 am.



**PALMIERI**  
CONSTRUCTION, INC

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**2441 Anita Proposed 5-Duplex Complex**  
**Meeting Wednesday, April 16, 2025 at 10am**  
**Sign In**

Name and address

- 1) Steve Palmer 9:45
- 2) Cody Smith 9:55
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_