

at the request of Pioneer Title Agency, Inc.

When recorded mail to
**AZCO STORAGE LLC, a Colorado Limited
Liability Company**

**830 Pine Ridge Rd.
Golden, CO 80403**

FEE# 2022063223

OFFICIAL RECORDS OF MOHAVE COUNTY
KRISTI BLAIR, COUNTY RECORDER

11/02/2022 01:15 PM Fee \$30.00

PAGE: 1 of 62

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Caption Heading: DECLARATION OF CONDOMINIUM AND COVENANTS,
CONDITIONS AND RESTRICTIONS FOR AZCO STORAGE
CONDOMINIUMS**

**Document Re-Recorded on November 1, 2022 in Fee No. 2022062930
is being Re-Recorded to amend Article I, paragraph (i) to clarify that
the Bathroom Condominium Unit and the Mechanical Room Unit are
shown on the Condominium Plat as Bathroom Condominium Unit B101
and Mechanical Room as Unit B102.**

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENTS

at the request of Pioneer Title Agency, Inc.

When recorded mail to

AZCO STORAGE LLC, a Colorado Limited Liability Company

**830 Pine Ridge Rd.
Golden, CO 80403**

Recorded Electronically	
ID	2022063223
County	NOVA
Date	11/2/22
Time	1:15pm
simplifile.com 800.460.5657	

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**Caption Heading: DECLARATION OF CONDOMINIUM AND COVENANTS,
CONDITIONS AND RESTRICTIONS FOR AZCO STORAGE
CONDOMINIUMS**

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When recorded mail to
**AZCO Storage, LLC, a Colorado Limited
Liability Company**

**830 Pine Ridge Rd.
Golden, CO 80403**

FEE# 2022062930

OFFICIAL RECORDS OF MOHAVE COUNTY
KRISTI BLAIR, COUNTY RECORDER
11/01/2022 10:26 AM Fee \$30.00
PAGE: 1 of 60

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**Caption Heading: DECLARATION OF CONDOMINIUM AND COVENANTS,
CONDITIONS AND RESTRICTIONS FOR AZCO STORAGE
CONDOMINIUMS**

**Recorded October 31, 2022 in Fee No. 2022062804 is being
Re-Recorded in order to add the recording information for the plat map
on page 6 as Fee No. 2022062739 on October 31, 2022.**

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at the request of Pioneer Title Agency, Inc.

When recorded mail to

AZCO Storage, LLC, a Colorado Limited Liability Company

**830 Pine Ridge Rd.
Golden, CO 80403**

Recorded Electronically	
ID	2022062930
County	Monroe
Date	11-01-22 Time 10:26 AM
Simplifile.com 800.460.5657	

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**Caption Heading: DECLARATION OF CONDOMINIUM AND COVENANTS,
CONDITIONS AND RESTRICTIONS FOR AZCO STORAGE
CONDOMINIUMS**

**Recorded October 31, 2022 in Fee No. 2022062804 is being
Re-Recorded in order to add the recording information for the plat map
on page 6 as Fee No. 2022062739 on October 31, 2022.**

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at the request of Pioneer Title Agency, Inc.

When recorded mail to
**AZCO Storage, LLC, a Colorado Limited
Liability Company**
Tony Douglas, Managing Member
830 Pine Ridge Rd.
Golden, CO 80403

FEE# 2022062804

OFFICIAL RECORDS OF MOHAVE COUNTY
KRISTI BLAIR, COUNTY RECORDER
10/31/2022 03:02 PM Fee \$30.00
PAGE: 1 of 58

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**CAPTION HEADING: DECLARATION OF CONDOMINIUM
AND COVENANTS, CONDITIONS AND
RESTRICTIONS FOR AZCO STORAGE CONDOMINIUMS**

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(THIS FORM IS FOR RECORDER'S USE ONLY)

at the request of Pioneer Title Agency, Inc.

When recorded mail to
**AZCO Storage, LLC, a Colorado Limited
Liability Company**
Tony Douglas, Managing Member
830 Pine Ridge Rd.
Golden, CO 80403

Recorded Electronically	
ID	<u>2022062804</u>
County	<u>MoHAVE</u>
Date	<u>10/31/22</u> Time <u>3:02pm</u>
simplifile.com 800.460.5657	

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**CAPTION HEADING: DECLARATION OF CONDOMINIUM
AND COVENANTS, CONDITIONS AND
RESTRICTIONS FOR AZCO STORAGE CONDOMINIUMS**

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(THIS FORM IS FOR RECORDER'S USE ONLY)

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**DECLARATION OF CONDOMINIUM
AND
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
AZCO STORAGE
CONDOMINIUMS**

This Declaration is made pursuant to and in compliance with A.R.S. §33-1201, et. seq., this 27TH day of OCTOBER, 2022, by AZCO Storage, L.L.C., a Colorado Limited Liability Company, referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the fee owner of that certain real property situated in Mohave County, Arizona, described on Exhibit "A" attached hereto.

WHEREAS, Declarant desires to develop the subject property, together with all buildings and improvements now or hereafter constructed on the property, and all easements and rights appurtenant thereto (hereinafter collectively referred to as "the Property") as a non-residential storage condominium, and

WHEREAS, Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners who hold their interest subject to this Declaration, which is

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1845 McCulloch Blvd.
Suite A-10
Lake Havasu City, AZ 86403
(928)505-4906
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1 recorded in furtherance of establishing the general plan of
2 condominium ownership for the Property and for establishing
3 rules for the use, occupancy and management thereof, all for
4 the purpose of enhancing and protecting the value, utility,
5 desirability, and attractiveness of the Property;
6

7 **ARTICLE I**

8 **DEFINITIONS**

9 The following words when used in this Declaration or
10 any Supplemental Declaration (unless the context shall
11 prohibit) shall have the following meaning:

12 (a) "Act" shall mean Section 33-1201, et seq.,
13 Arizona Revised Statutes, pertaining to Condominiums in the
14 State of Arizona.

15 (b) "Association" shall refer to the AZCO STORAGE
16 CONDOMINIUM OWNERS ASSOCIATION, whose membership shall include
17 each Owner of a Condominium Unit in the Property and whose
18 function shall be to serve as the OWNERS' ASSOCIATION as
19 defined in the Act. Declarant intends to organize the
20 Association under the name of AZCO STORAGE CONDOMINIUM OWNERS
21 ASSOCIATION, an Arizona non-profit corporation, prior to the
22 conveyance of a Condominium Storage Unit by Declarant, but if
23 the name is not available, Declarant may organize the
24 Association under such other name as Declarant deems
25 appropriate.

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(c) "Association Rules" shall mean and refer to the
rules and regulations adopted by the Association pursuant to

1 this Declaration and in furtherance of the Bylaws and in
2 accordance with the Act.

3 (d) "Assessments" shall mean the charges against
4 Owners to defray the Common Expenses as well as miscellaneous
5 Special Assessments, Special Assessments for capital
6 improvements, and Special Assessments for the purpose of
7 restoring and reconstructing the Property in the event of
8 casualty, all as provided in this Declaration.

9 (e) "Board" shall mean the Board of Directors of
10 the Association elected pursuant to the Bylaws and serving as
11 the governing body of the Association.

12 (f) "Building" shall mean and refer to each of the
13 FOUR (4) principal structures containing Condominium Storage
14 Units located on the Parcel and forming part of the Property
15 as shown on the Plat.

16 (g) "Bylaws" shall mean the Bylaws adopted by the
17 Association pursuant to the Act for the purpose of regulating
18 the affairs of the Association, as the same may be amended
19 from time to time.

20 (h) "Common Expenses" shall mean the actual and
21 estimated costs for:

22 (1) maintenance, management, operation,
23 repair and replacement of the Common Elements which are
24 maintained by the Association;

25 (2) deficiencies arising by reason of unpaid
Assessments;

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1 (3) management and administration of the
2 Association, including, but not limited to, compensation paid
3 by the Association to managers, accountants, attorneys and
4 employees;

5 (4) utilities, including, but not necessarily
6 limited to electricity, trash pickup and disposal, water (if
7 any), landscaping services and related services;

8 (5) insurance and bonds required by this
9 Declaration or any additional insurance and bonds obtained by
10 the Board in its discretion;

11 (6) the establishment of reasonable reserves
12 as the Board shall deem appropriate in its discretion;

13 (7) other miscellaneous charges incurred by
14 the Association or the Board pursuant to this Declaration, the
15 Bylaws, or Association Rules in furtherance of the purposes of
16 the Association or in discharge of the duties and powers of
17 the Association.

18 (i) "Common Elements" or "Common Area(s)" shall
19 mean the entire Property excluding the Condominium Units and
20 shall include but not necessarily be limited to the area
21 designated as such on the plat and the Bathroom Condominium
22 Unit and the Mechanical Room Unit.

23 (j) "Condominium Storage Unit" shall mean a part of
24 the Property, designed or intended for independent use as a
25 storage unit, together with the pro rata fractional interest
km in the Common Elements and any exclusive and non-exclusive
easements appurtenant thereto. Each Condominium Storage Unit

1 shall consist of the space enclosed and bounded by the
2 horizontal and vertical planes as shown on the Plat; provided,
3 however, that no structural components of the Building in
4 which each Condominium Storage Unit is located, and no pipes,
5 wires, conduits, ducts, flues, shafts or utility, water or
6 sewer lines (if any) situated within such Condominium Storage
7 Unit and forming part of any system serving one or more other
8 Condominium Storage Unit, shall be a part of the Units.

9 (k) "Declarant" shall mean AZCO STORAGE. L.L.C., a
10 Colorado Limited Liability Company.

11 (l) "Declaration" shall mean this entire document,
12 as the same may from time to time be amended.

13 (m) "Lender" shall mean: (1) an institutional
14 holder of a first mortgage or first deed of trust on a
15 Condominium Storage Unit which is a bank, savings and loan
16 association, insurance company, established mortgage company,
17 or other entity chartered under state or federal law; and (2)
18 any Person which is a holder of a first mortgage or first deed
19 of trust on a Condominium Storage Unit.

20 (n) "Mechanical Room Condominium Unit" shall refer
21 to that Unit as designated on the Plat for use as a mechanical
22 room with fire riser, together with that Unit's pro rata share
23 of the Common Elements.

24 (o) "Occupant" shall mean a Person or Persons,
25 other than an owner, in possession of a Condominium Unit.

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1 (p) "Bathroom Condominium Unit" shall refer to that
2 Unit as designated on the Plat for use as a bathroom, together
3 with that Unit's pro rata share of the Common Elements.

4 (q) "Owner" shall mean the Person or Persons who
5 are vested with record title to a Condominium Storage Unit
6 according to the records of the County Recorder of Mohave
7 County, Arizona. However, Owner shall not include a Person
8 who holds an interest in a Condominium Storage Unit merely as
9 security for the performance of an obligation. Declarant shall
10 be considered the record Owner of any Condominium Unit prior
11 to its initial conveyance by Declarant.

12 (r) "Plat" means the condominium plat for AZCO
13 STORAGE CONDOMINIUMS recorded at Fee # 2022_____on
14 _____, 2022, in the records of the County Recorder of
15 Mohave County, Arizona and any amendments, supplements or
16 corrections thereto.

17 (s) "Person" shall mean a natural individual,
18 corporation, partnership, trustee or other legal entity
19 capable of holding title to real property.

20 (t) "Property" shall mean the real property, the
21 Buildings, improvements and permanent fixtures located
22 thereon, and all easements and rights appurtenant thereto.

23 (u) "Restrictions" shall mean the covenants,
24 conditions, assessments, easements, liens and restrictions set
25 forth in this Declaration.

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1 (v) "Unoccupied" with reference to any Condominium
2 Unit or Units shall mean any Condominium Unit that has been
3 constructed but not yet conveyed by Developer or Declarant.
4

5 **ARTICLE II**

6 **DECLARATION OF CONDOMINIUM**

7 Section 1. PROPERTY SUBJECT TO THIS DECLARATION:

8 Declarant is the owner of the Real Property which is to be the
9 subject of this Declaration and which is to be held,
10 transferred, sold, conveyed and/or occupied subject to this
11 Declaration and which is more particularly described as in
12 Exhibit "A" attached hereto and incorporated by reference
13 herein as though fully set forth.

14 Section 2. DECLARATION. Submission. Declarant

15 hereby submits and subjects the Property to a Condominium
16 pursuant to the Act, and in furtherance thereof, makes and
17 declares the Restrictions contained in this Declaration, and
18 Declarant hereby declares and agrees that the Property and all
19 of the Condominium Units shall be held, conveyed, transferred,
20 sold, leased, mortgaged, encumbered, occupied, used, and
21 improved subject to the Restrictions, which Restrictions shall
22 constitute covenants and conditions running with the land and
23 shall be binding upon and inure to the benefit of Declarant,
24 the Association, and each Owner, including their respective
25 heirs, executors, administrators, personal representatives,
km successors and assigns.

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Section 3. DESCRIPTION OF PROJECT.

- (a) NAME. The property shall be known as AZCO STORAGE CONDOMINIUMS.

- (b) DESCRIPTION OF THE SPACE OF THE BUILDING. FOUR (4) multi-condominium unit buildings which are to be constructed upon the said real property and shall be comprised of a total of Thirty (30) Condominium Storage Units along with one (1) bathroom and one (1) mechanical room.

- (c) CUBIC CONTENT SPACE OF CONDOMINIUM STORAGE UNITS. The cubic content space of each of the THIRTY (30) Condominium Units and the bathroom and the mechanical room within the Buildings is set forth on the Plat. The horizontal boundaries of each Condominium Unit and the bathroom and mechanical room shall be the underside of the roof system and the top of the finished but undecorated floor. The vertical boundaries of each Condominium Unit and the bathroom and the mechanical room shall be the interior of the finished but undecorated perimeter walls located on the perimeter lines of the respective Condominium Units as shown on the Plat.

Each Condominium Unit shall be identified numerically as shown on the recorded Plat.

- (d) DESCRIPTION OF COMMON ELEMENTS. The Common Elements shall consist of the entire Property, excluding the Condominium Storage Units, but shall include the bathroom and the mechanical room.

- (e) FRACTIONAL INTEREST. Upon completion of the property, each Condominium Unit shall bear an undivided 1/30 fractional interest in the entire Condominium. At any stage of the development of the Property, the Common Elements shall always be considered to be owned by each Unit Owner in proportion to the number of Units existing at the time.

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(f) MAINTENANCE BY OWNERS. Each Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Condominium Unit, excluding any portion of the roof system except as herein provided. Such obligation shall include, but not be limited to, the maintenance of the maintenance and repair or replacement of all utility lines within a Unit including electric, sewer and water; all finish flooring and any other materials constituting the finished surface of floors, interior finished surfaces of interior walls; repair and replacement of all doors including the garage door and garage door opener; maintenance, repair and replacement of the air conditioning equipment; the maintenance of all utility lines serving in each Owner's Condominium Unit between the point at which the same enters the respective Condominium Unit and the points where the same joins the utility line serving other Condominium Units. An Owner may make non-structural alterations within his Condominium Unit, but an Owner shall not make any structural or exterior alterations of the Common Elements.

(g) UTILITIES. Any utilities including water, electric and sewer service (if any), for individual Condominium Units will be metered to the Association with such utility charges to be the responsibility of the Association. The Association may, in its discretion, determine that electric, water or sewer service will be separately metered to each individual Unit which shall then be the responsibility of the Unit Owner to pay.

ARTICLE III

OWNERS ASSOCIATION

Section 1. AZCO STORAGE CONDOMINIUM OWNERS

ASSOCIATION, a non-profit corporation organized under and by

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1 virtue of the laws of the State of Arizona governing non-
2 profit corporations, shall accept responsibility for and
3 provide such necessary and appropriate action for the proper
4 maintenance, repair, replacement, operation, management,
5 beautification, and improvement of that certain property and
6 improvements to be used in common by and for the benefit of
7 the Owners of Condominium Units constructed on said
8 properties. Pursuant to A.R.S. § 33-1243, Declarant shall
9 have control of the Association from its incorporation until
10 the earlier of (1) ninety (90) days from the conveyance of
11 Seventy Five percent (75%) of the Condominium Units which may
12 be conveyed to Owners other than Declarant, or (2) Five (5)
13 years after Declarant conveys the first Condominium Unit in
14 the Project to an Owner other than Declarant. For purposes of
15 this Section, Units in the Project shall be deemed to be
16 THIRTY (30) total Condominium Units including the bathroom and
17 the mechanical room, which is the maximum planned total of the
18 project as set forth in Article XI of this Declaration.

19 Section 2. Until such time as TWENTY-THREE (23)
20 Condominium Units in the above-described properties have been
21 conveyed to the purchasers thereof, all right, discretion,
22 power and authority herein granted to said Owners Association
23 and said Condominium Unit Owners through said Owners
24 Association, including the right to collect assessments
25 (excepting reserves for replacement) shall, at the option of
km Declarant remain with Declarant directly or through said
Owners Association. Upon the sale of not less than TWENTY-

1 THREE (23) of said Condominium Units, or unless earlier
2 required by Declarant, all such right, discretion, power and
3 authority shall be assumed by the Condominium Unit Owners who
4 are then members of the Owners Association, through their
5 Officers and Directors who shall be duly elected at such time.

6 Section 3. Until such time as TWENTY-THREE (23) of
7 the Condominium Units have been conveyed or transferred from
8 Declarant to the purchasers thereof, Declarant shall be liable
9 for any assessment referred to herein for any Unoccupied
10 Condominium Storage Unit. In lieu of payment of such
11 assessment, Declarant will assume responsibility for month-to-
12 month maintenance, repair, and management of the Common
13 Elements until these functions are assumed by the Owners. In
14 the event Declarant shall not convey any Condominium Unit but
15 shall utilize any Condominium Unit for rental use or any other
16 beneficial use (except as a model), Declarant shall be liable
17 for assessments referred to herein. For purposes of this
18 paragraph, assumption of control of the Association is defined
19 as having passed, conclusively, to the Owners, collectively,
20 upon completion of the following requirements:

- 21 (a) Declarant shall notify the Owner of each
22 Condominium Unit that the Declarant
23 has resigned and the Owner's Association shall
24 assume control effective Thirty (30) days
25 after date of notice.
- (b) Declarant shall deliver the Owners Association
corporate minutes, records, and seal, to any
one of the Owners of record receiving such
notice, or to a committee organized by the
Owners of record for such purpose.

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There shall be no outstanding or accrued debts against the Association at the time of assumption of control by the Owners beginning with the date of control of the Association by the Owners. Declarant or its successor shall at no time be responsible for any assessment against Condominium Units or land not available for occupancy or available for occupancy but unsold, except as in this Article III, Section 3.

Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the Condominium project, the Owners Association shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium project;
- (b) change the pro rata interest or obligations of any individual Unit for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation award, or
 - (ii) determining the pro rata share of ownership of each Condominium Unit in the common elements;
- (c) partition or subdivide any Condominium Unit;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);

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(e) use hazard insurance proceeds for losses to any Condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such Condominium property.

All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not the Condominium project as a whole.

ARTICLE IV

PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Condominium Unit subject to the following provisions:

- (a) The rights of the Association to suspend voting rights and right to use of the common elements by an Owner for any period during which any assessment against his Condominium Unit remains unpaid and for a period not to exceed Sixty (60) days, for any infraction of this Declaration.
- (b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed by TWENTY-THREE (23) of the Owners agreeing to such dedication or transfer.
- (c) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area and the facilities thereof, for display and exhibit purposes in connection

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with the sale of Condominium Units which right Declarant hereby reserves. No such use by Declarant or its sales agents or representatives shall otherwise restrict the Owners in their use and enjoyment of the Common Areas.

(d) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas.

(e) The right of the Association in accordance with its Articles and Bylaws to borrow money for the purpose of improving the Common area and facilities thereon.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family or his tenants.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Every Owner of a Condominium Storage Unit which is subject to the covenants of record and assessment shall be a member of the Association. The owner of the **bathroom**/video equipment room shall be the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to such Unit or by intestate succession,

1 collected as provided in the Articles and Bylaws. The annual
2 and special assessments, late payment penalties, if any,
3 together with interest thereon, and reasonable attorney's fees
4 and costs of collection thereof, shall be a continuing lien on
5 the Unit. Each such assessment, together with interest, costs,
6 reasonable attorney's fees and costs of collection, shall also
7 be the personal obligation of the person who was the Owner of
8 such Unit at the time when the assessment fell due.

9 Section 2. PURPOSE OF ASSESSMENTS. The assessments
10 levied by the Association shall be used to pay utility charges
11 and for the improvement and maintenance of the Common Areas,
12 and for all purposes set forth in the Articles, including but
13 not limited to, management fees, insurance premiums unless
14 otherwise provided for, expenses for maintenance, repairs and
15 replacements of Common Areas, reserves for contingencies,
16 taxes, charges for water and other utilities for the Common
17 Areas.

18 (a) By appropriate action the Association may
19 establish and maintain a reserve fund for replacement by the
20 allocation and payment monthly to such reserve fund an amount
21 to be designated from time to time by the Board of Directors.
22 Such fund shall be depository, and may be in the form of cash
23 deposit or invested in obligations of, or fully guaranteed as
24 to principal by the United States of America. The reserve
25 fund is for the purpose of effecting replacement or repair
because of damage, depreciation or obsolescence to Common Area
elements.

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Section 3. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Units except Units D-101 and D-108 which shall be double the assessment rate for all other Units and may be collected on an annual basis at the beginning of each calendar year. Persons who become Owners during a calendar year shall have their annual assessments prorated to the end of the calendar year.

Section 4. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments shall commence as to any Unit upon close of escrow for sale for the conveyance to an Owner, partial months to be prorated, except as provided in Article III, Section 2. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each unit at least Thirty (30) days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

The initial annual assessment, per Unit other than the bathroom and the mechanical room and Units D-101 and D-108, shall be \$ 1,000.00 and for Units D-101 and D-108 shall be \$ 2,000.00. However, that the Board of Directors or the Declarant may declare a different amount for the annual assessment at such time as they desire.

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Section 5. SPECIAL ASSESSMENT 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 members who are voting in person or by absentee ballot at a meeting duly called for this purpose.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 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 absentee ballots entitled to cast Fifty Percent (50%) of all votes of the 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 7. NONPAYMENT OF ASSESSMENTS - REMEDIES OF THE ASSOCIATION. Any assessment not paid within Thirty (30)

km
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1 days after the due date shall bear interest from the due date
2 at the rate of Eighteen Percent (18%) per annum. In addition,
3 the Board of Directors may establish a reasonable late fee to
4 be charged to the Unit Owner and assessed against the Unit as
5 part of the Association lien for each installment of an
6 assessment that is deemed delinquent. The Association may
7 bring an action at law against the Owner personally obligated
8 to pay the same, or foreclose the lien against the Unit. No
9 Owner may waive or otherwise escape liability for the
10 assessments provided for herein by non-use of the Common Area
11 or abandonment of his Unit.

12 Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES.

13 The lien of the assessments provided for herein shall be
14 subordinate to the lien of any first mortgage or deed of
15 trust. Sale or transfer of any Unit shall not affect the
16 assessment lien. No sale or transfer shall relieve such Unit
17 from liability for any assessments thereafter becoming due or
18 from the lien thereof.

19
20 **ARTICLE VII**

21 **ARCHITECTURAL CONTROL**

22 ARCHITECTURAL APPROVAL. No building, fence, wall or
23 other structure shall be commenced, erected or maintained upon
24 the Properties, nor shall any exterior addition to or change
25 or alteration therein be made until the plans and
km specifications showing the nature, kind, shape, height,
materials, and location of the same shall have been submitted

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1 to and approved in writing as to harmony of external design
2 and location in relation to surrounding structures and
3 topography by the Board of Directors of the Association.
4

5 **ARTICLE VIII**

6 **COMMON WALLS**

7 The rights and duties of Owners with respect to
8 Common Walls shall be as follows:

- 9 (a) The Owners of contiguous Units who have a
10 Common Wall or Walls shall both equally have
11 the right to use such wall or walls provided
12 that such use by one Owner does not interfere
13 with the use and enjoyment of same by the
14 other Owner.
- 15 (b) In the event that any Common Wall or Walls are
16 damaged or destroyed through the act of an
17 Owner or any of his agents or tenants (whether
18 or not such act is negligent or otherwise
19 culpable), it shall be the obligation of such
20 Owner to rebuild and repair the Common Wall or
21 Walls without cost to the other adjoining
22 Owner or Owners.
- 23 (c) In the event any such Common Wall or Walls are
24 destroyed or damaged (including deterioration
25 from ordinary wear and tear and lapse of
time), other than by the act of an adjoining
Owner, his agents, or tenants, it shall be the
obligation of the Association to rebuild and
repair such wall or walls.
- (d) Notwithstanding anything to the contrary
herein contained, there shall be no impairment
of the structural integrity of any Common Wall
or Walls without the prior consent of the
Board.
- (e) In the event of a dispute between Owners with
respect to the construction, repair or
rebuilding of a Common Wall or walls, or with

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respect to the bearing of the cost thereof, the Owners shall submit the dispute to the Board, the decision of which shall be final and binding on all Owners.

(f) No owner shall affix any load bearing item to any wall which adds load to the wall.

ARTICLE IX

REPAIR AND MAINTENANCE

Section 1. BY OWNER. Each Owner of a Condominium Unit shall maintain, repair, replace, and restore at his own expense all portions of the Unit, including doors and garage doors and such maintenance, repair, replacement or restoration shall be subject to control and prior written approval of the Association. No Owner shall remove, alter, injure or interfere with any shrubs, trees, or planting placed upon any Property by Declarant or the Association without first obtaining the written consent of the Association. Under no circumstances shall a Unit Owner or a Unit Owners agent, contractor, employee or other person associated with a Unit Owner be permitted to go on to the roof any Unit nor shall a Unit Owner be permitted to install or otherwise place anything on the roof of any Unit.

Section 2. BY THE ASSOCIATION. The Association shall have full power and control and it shall be its duty to maintain, repair and make necessary improvements to and pay for out of the maintenance fund to be provided, all Common Areas and the improvements thereon, and all private roadways, streets, parking area, walks and other means of ingress and

1 egress within the project. This shall include the exterior
2 portions of the Units, and the buildings (except for the Units
3 and doors, including garage doors); the land upon which the
4 buildings are located; the airspace above the buildings, all
5 bearing walls, columns, floors, roofs, slabs, foundations,
6 storage spaces, doors, all water pipes, ducts, conduits, wires
7 and all other utility installation of the building, wherever
8 located, except the outlets thereof when located within the
9 Condominium Units. The Association shall further be empowered
10 with the right and duty to periodically inspect all Common
11 Areas in order that minimum standards of repair, design, color
12 and landscaping shall be maintained for appearance, harmony
13 and conservation within the entire project. The Board shall be
14 the sole judge as to the appropriate maintenance of the Common
15 Areas.

16 Section 3. GENERAL MAINTENANCE. In the event that
17 the Association determines that an improvement of the Common
18 Area is in need of repair, restoration or painting, or that
19 the landscaping is in need of installation, repair, or
20 restoration, the Association shall undertake to remedy such
21 condition and the cost thereof shall be charged to the Owners
22 and shall be subject to levy, enforcement and collection by
23 the Association in accordance with the assessment lien
24 procedure provided for in this Declaration. The Association
25 shall have a limited right of entry in and upon all Common
km Areas as defined above and the exterior of all Condominium
Storage Units for the purpose of taking whatever corrective

1 action may be deemed necessary or proper by the Association.
2 Nothing in this Article shall in any manner limit the right of
3 the Owner to exclusive control over the interior of his Unit.
4 Provided, however, that the Owner shall grant the right of
5 entry therein to the Association or any other person or other
6 Owner or Owners, or their authorized representatives, in case
7 of any emergency originating in or threatening his Unit
8 whether the owner is present or not, when so required to enter
9 his Unit for the purpose of performing installation,
10 alterations or repair to the mechanical or electrical
11 services, including water, and other utility services,
12 provided that reasonable requests for entry are made
13 and that such entry is at a time reasonably convenient to the
14 Owner whose Unit is to be entered. In case of an emergency
15 such right of entry shall be immediate without the necessity
16 for a request having to be made.

17 Section 4. REPAIR NECESSITATED BY OWNER. In the
18 event that the Association determines that the Common Areas
19 are in need of improvement, repair, restoration or painting,
20 or that the landscaping is in need of installation, repair, or
21 restoration which has been caused by an Owner, or any person
22 designated by the Owner, then the Association shall give
23 written notice of the Owner of the conditions complained of.
24 Unless the Board has approved in writing corrective plans
25 proposed by the Owner to remedy the condition complained of
km within such reasonable period of time as may be determined by
the Board after said written notice is first given, and such

1 corrective work so approved is completed thereafter within the
2 time allotted by the Board, the Association shall undertake to
3 remedy such condition or violation complained of. The cost
4 thereof shall be deemed to be an assessment to such Owner and
5 his Unit and subject to levy, enforcement and collection
6 provided for herein or in the Articles or Bylaws. The
7 Association shall have the same right of entry in and upon all
8 Common Areas and Units as defined. The Board shall have the
9 sole right to determine whether any such costs expended by the
10 Association were related to general maintenance or were
11 repairs necessitated by an Owner, and the determination of
12 same shall be binding and final as to an Owner.

13
14 **ARTICLE X**

15 **EASEMENTS**

16 Section 1. GENERAL EASEMENTS TO COMMON ELEMENTS.

17 Subject to this Declaration and the Association Rules, non-
18 exclusive reciprocal easements are hereby reserved and created
19 for the purpose of support, ingress and egress, access, use
20 and enjoyment in favor of each Owner, upon, across, over,
21 under and through the Common Elements, including the use of
22 all pipes, wires, ducts, cables, conduits, and public utility
23 lines, which easements shall be appurtenant to each
24 Condominium Unit. The Association, acting through the Board
25 or its authorized agent, and public utility companies
km providing service to the Property, shall have non-exclusive
easements with the right of access to each Unit to make

1 inspections, to remove violations, to maintain, repair,
2 replace or effectuate the restoration of the Common Elements
3 accessible in such Unit; provided, however, such rights shall
4 be exercised in a reasonable manner and at reasonable times
5 with prior notification unless emergency situations demand
6 immediate access.

7 Section 2. PUBLIC UTILITIES. Easements and rights
8 over the Property for the installation and maintenance of
9 electricity lines, telephone lines, water lines, drainage
10 facilities, and such other public utilities needed to serve
11 the Property are hereby reserved by Declarant, together with
12 the right to grant and transfer the same; provided, however,
13 such easements and rights shall not unreasonably interfere
14 with the use of the Common Elements and the Units by the
15 Owners or their tenants.

16 Section 3. EASEMENTS FOR ENCROACHMENTS. If any
17 portion of the Common Elements encroaches upon any Unit, or if
18 any Unit encroaches on the Common Elements, or if any such
19 encroachment shall occur hereafter as a result of the manner
20 in which the Buildings have been constructed or due to
21 settling, shifting, alteration, replacement, repair, or
22 restoration by Declarant or the Association, a valid easement
23 for encroachment shall exist so long as the Buildings stand.

24 Section 4. DEVELOPMENT EASEMENTS FOR DECLARANT.
25 Until all Units have been sold by Declarant, there are hereby
km reserved to Declarant, together with the right to grant and
transfer the same to others, including Declarant's sales

1 agents, representatives and assigns, easements and rights
2 upon, across, over, under and through the Property for
3 construction, display (including the use of the Condominium
4 Storage Units as models), maintenance, sales and exhibit
5 purposes (including the use of signs and other advertising
6 devices) in connection with the erection and sale or lease of
7 Condominium Units within the Property; provided, however, that
8 no such use by Declarant or its agents shall otherwise
9 restrict Owners in the reasonable use of their Units.
10

11 **ARTICLE XI**

12 **DECLARANT'S RIGHTS AND RESERVATIONS**

13 Section 1. Authority to Construct and Sell Units.

14 Declarant shall have the right to construct, repair, remodel,
15 redecorate, re-construct and sell Units for which provision
16 has been made in this Declaration or any amendment hereto.

17 Section 2. Right to Assign. The rights of

18 Declarant hereunder and elsewhere in this Declaration may be
19 assigned by Declarant to any successor in interest to any
20 portion of Declarant's interest in any portion of the Property
21 by a recorded written assignment.

22 Section 3. Irrevocable Power of Attorney. Each

23 Owner hereby grants, upon acceptance of his deed to his
24 Condominium Unit, an irrevocable, special power of attorney to
25 Declarant to execute and record all documents and maps
km necessary to allow Declarant to exercise its rights under this
article.

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Section 4. Nonexclusive Use of Common Elements and Private Drives and Walkways. Declarant shall be entitled to the nonexclusive use of the Common Elements and any facilities thereon, without further cost for access, ingress, egress, use or enjoyment, in order to show the Property to its prospective purchasers and dispose of the Project as provided herein. Declarant, its successors and tenants, shall also be entitled to the nonexclusive use of any portions of the Project which comprise drives and walkways for the purpose of ingress, egress and accommodating vehicular and pedestrian traffic to and from the Property.

Section 5. Additional Declarant Rights and Reservations. In addition to the rights set forth in Sections 1 through 4 of this Article, Declarant has other and additional rights and reservations set forth in various other Sections of this Declaration.

Section 6. Development Rights of Declarant. While Declarant owns any Condominium Units or Property, Declarant hereby reserves and grants to itself, its successors and assigns the following development rights (which may be exercised without the consent of any other Owner or any Mortgagee but otherwise subject to the requirements of this Declaration);

(a) Add real estate to this Project, as provided in Section 8 of this Article.

(b) Create easements, Units, Common Elements or Limited Common Elements within the Project in conjunction

1 with Declarant's exercise of rights under Section 8 of this
2 Article.

3 (c) Subdivide Units, convert Units into
4 Common Elements or convert Common Elements into Units within
5 the Project in conjunction with Declarant's exercise of rights
6 under Section 8 of this Article.

7 (d) Withdraw an individual Phase(s) described
8 in Section 8 of this Article (as the same may be changed
9 pursuant thereto) from the Project at any time before any
10 Units in any such Phase to be withdrawn have been conveyed to
11 Owners other than Declarant.

12 (e) Amend the Declaration during any period
13 of Declarant control, pursuant to A.R.S. §33-1243D and Article
14 III above, to comply with applicable law or to correct any
15 error or inconsistency in the Declaration, if the amendment
16 does not adversely affect the rights of any Owner.

17 (f) Amend the Declaration during any period
18 of Declarant control pursuant to A.R.S. § 33-1243D to comply
19 with the rules or guidelines, in effect from time to time, of
20 any governmental or quasi governmental entity or federal
21 corporation guaranteeing or insuring Mortgage loans or
22 governing transactions involving Mortgage instruments.

23 Section 7. Legal Description of Real Property
24 Subject to Declarant's Development Rights. The legal
25 description of the Property to which these development rights
km apply is set forth in Exhibit "A" attached hereto and
incorporated herein by reference. The maximum number of Units

1 which may be constructed is Thirty (30) plus a bathroom and a
2 mechanical room.

3 Section 8. Exercise of Declarant's Development
4 Rights. Prior to exercising any development right, the
5 Declarant shall prepare, execute and record an amendment to
6 the Declaration referencing such right together with a new
7 Condominium Plat showing the boundaries of the portion of the
8 Property as to which the development right is exercised if the
9 previously recorded Condominium Plat of the Project does not
10 show the same. The amendment to the Declaration shall assign
11 an identifying number to each new Unit created, if not show on
12 the previous Condominium Plat and shall reallocate the
13 interests of all Units in the Common Elements giving each Unit
14 an equal interest therein. The amendment shall describe any
15 Common Elements and any Limited Common Elements created and,
16 in the case of the Limited Common Elements, designate the Unit
17 or Units to which each is allocated, unless set forth on the
18 prior Condominium Plat.

19
20 **ARTICLE XII**

21 **USE RESTRICTIONS**

22 Section 1. STORAGE USE. A Condominium Storage Unit
23 shall be used, improved, and devoted exclusively to storage
24 uses and/or private workshops. No activity, except passive
25 storage and a private work shop shall be allowed. No
km
26 Condominium Storage Unit shall be used for purposes of
27 manufacture, fabrication, sales (whether at wholesale or

1 resale) or any other form of business, industrial or
2 construction use. No Unit shall be allowed to be used, at
3 anytime, for living quarters or any residential use.
4 Notwithstanding the foregoing, however, the bathroom and the
5 mechanical room may be used for any ordinary use, whether or
6 not that use is related to the project, provided any such use
7 shall not interfere with the free use of the Storage Units.

8 Section 2. ANIMALS. No animals, whether fowl,
9 poultry, livestock or domestic animals shall be allowed to
10 reside or be maintained in any Unit except that Unit Owners
11 and guests may have a dog or other common household pet with
12 them while at their Unit.

13 Section 3. EXTERNAL FIXTURES. No external items
14 such as, but not limited to, television and radio antenna,
15 internet equipment, clotheslines, wiring, insulation, air
16 conditioning equipment, water softening equipment, fences,
17 awnings, ornamental screens, sunshades, shall be constructed,
18 erected or maintained on the Property, including any Buildings
19 thereof unless approval is obtained in writing from the Board
20 of the Association. No swamp coolers shall be permitted to be
21 installed on the roof of a Unit. The foregoing
22 notwithstanding, nothing herein shall be construed as
23 preventing Declarant and its agents and assigns from engaging
24 in all forms of construction and sales activities within the
25 Property.

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Section 4. UTILITY SERVICE. No lines, wire, or
other devices for the communication or transmission of

1 electric current or power, including telephone, television,
2 and radio signals, shall be erected, placed or maintained
3 anywhere in or upon any property unless the same shall be
4 contained in conduits or cables installed and maintained
5 underground or concealed in, under or on buildings or other
6 structures approved by the Board. No provision hereof shall be
7 deemed to forbid the erection of temporary power or telephone
8 structures incident to the construction of buildings or
9 structures approved by the Board.

10 Section 5. TEMPORARY STRUCTURES. No temporary
11 buildings or structure of any kind shall be used at any time
12 for a residence on the property.

13 Section 6. PARKING. Unless otherwise permitted by
14 the Board, no motor vehicle (including a motorcycle), trailer,
15 camper, boat, or similar item, and no bicycle, shall be
16 permitted to remain placed upon the Property unless parked or
17 placed within the Unit; provided, however, temporary parking
18 of motor vehicles may be permitted. For purposes hereof,
19 "temporary parking" shall mean parking of vehicles belonging
20 to Owners or agents parking of delivery trucks, service
21 vehicles and other commercial vehicles being used in the
22 furnishing of goods and services to the Association or to the
23 Owners and Occupants as well as parking of vehicles belonging
24 to and being used by Owners, agents or Occupants for loading
25 and unloading purposes. The Board may adopt Association Rules
km relating to the admission and temporary parking of vehicles
within the Property, including the assessment of charges to

1 Owners and Occupants who violate, or whose invitees, violate,
2 such rules. Any charges to be assessed shall be special
3 Assessments. Nothing herein shall be construed as preventing
4 Declarant from using temporary structures or trailers for
5 construction and/or sales purposes or engaging in all forms of
6 construction and sales activities within the Property.

7 Section 7. OUTSIDE SPEAKERS AND AMPLIFIERS. No
8 radio, stereo, broadcast or loudspeaker units and no
9 amplifiers of any kind shall be placed upon or outside, or be
10 directed to the outside of any Building without the prior
11 written approval of the Board.

12 Section 8. REPAIRS. No repairs of any detached
13 machinery, equipment or fixtures, including without limitation
14 motor vehicles, shall be made upon the Property other than
15 repairs to the Unit Owner's own personal property.

16 Section 9. UNSIGHTLY ITEMS. All rubbish, debris or
17 unsightly materials or objects of any kind shall be regularly
18 removed from Condominium Units and shall not be allowed to
19 accumulate therein or thereon. Refuse containers and machinery
20 and equipment not a part of Units, shall be prohibited upon
21 any Condominium Unit unless obscured from view of adjoining
22 Condominium Units and Common Elements. Trash and garbage shall
23 be placed in containers by Owners and Occupants for removal
24 from the Property in accordance with Association Rules
25 applicable thereto adopted by the Board. The Board may adopt
km rules applicable to the provisions of this Section and their
enforcement, including the assessment of charges to Owners and

1 Occupants who violate, or whose invitees violate, such rules.
2 Any charges so assessed shall be special Assessments. The
3 foregoing notwithstanding, nothing herein shall be construed
4 as preventing Declarant and its agents and assigns from
5 engaging in all forms of construction and sales activities
6 within the Property.

7 Section 10. OIL AND MINERAL ACTIVITY. No oil
8 drilling, oil development operations, oil refining, quarrying
9 or mining operations of any kind shall be permitted upon the
10 surface of the Property, nor shall oil wells, tanks, tunnels,
11 mineral excavations or shafts be installed upon the surface of
12 the Property or below the surface of the Property. No derrick
13 or other structure designed for use in boring for water, oil
14 or natural gas shall be erected, maintained or permitted upon
15 the Property.

16 Section 11. DECLARANT'S EXEMPTION. Nothing
17 contained in this Declaration shall be construed to prevent
18 the erection or maintenance by Declarant or its duly
19 authorized agents, of structures, improvements or signs
20 necessary or convenient to Developer, for sale, operation or
21 other disposition of Property.

22 Section 12. NUISANCES. No nuisance shall be
23 permitted to exist to operate upon any property so as to be
24 offensive or detrimental to any other property in the vicinity
25 thereof or to its occupants. No rubbish, debris, material, or
km containers of any kind shall be placed or permitted to
accumulate upon or adjacent to property and no odors shall be

1 permitted to arise therefrom, so as to render any such
2 property or any portion thereof unsanitary, unsightly,
3 offensive or detrimental to any other property in the vicinity
4 thereof or to its occupants. No exterior speakers, horns,
5 whistles, bells or other sound devices, except security
6 devices used exclusively for security purposes, shall be
7 located, used or placed on any such property. The Board in
8 its sole discretion shall have the right to determine the
9 existence of any nuisance.

10 Section 13. RENTING. No Owner may lease less than
11 their entire Unit and any lease of a Unit must be for a period
12 of at least SIX (6) consecutive calendar Months. All leases
13 shall be in writing and shall provide that the terms of the
14 lease shall be subject in all respects to the provisions of
15 the Condominium Documents, and any failure by the lessee to
16 comply with the terms of the Condominium Documents shall be a
17 default under the lease. Upon leasing a Unit, an Owner shall
18 promptly notify the Association of the commencement date and
19 termination date of the lease and the names of each lessee or
20 other person who will be occupying the Unit during the term of
21 the lease. Each Owner shall be responsible for compliance by
22 said Owner's agent, tenant, guest, invitee, lessee, licensee,
23 their respective servants and employees with the provisions of
24 said Declaration, Bylaws and Association rules. The Owner's
25 failure to so ensure compliance by such persons shall be
km grounds for the same action available to the Board by reason
of said Owner's own non-compliance.

1 Section 14. NOISE. No Owner, his agents, tenants,
2 employees or visitors shall be allowed to make or cause
3 improper noises in the building or common areas, nor in anyway
4 interfere with the use and enjoyment of other Units by other
5 Owners.

6 Section 15. EXPLOSIVES AND FLAMMABLE ITEMS. No
7 Condominium Storage Unit shall be allowed to be used for
8 storage of any explosive or flammable substances, except as to
9 petroleum products (gasoline or diesel) which might be located
10 in fuel tanks of motor vehicles or boats incidental to their
11 use. No other petroleum products shall be allowed to be
12 stored on the premises except as contained in legally
13 authorized and approved containers not to exceed 50 gallons
14 per Unit. No explosive devices of any nature whatsoever may
15 be stored within any Unit.

16 Section 16. ODORS. No Owner shall permit any Unit
17 to be used for or to contain any substance which shall emit
18 noxious and/or offensive odors, whether toxic or otherwise,
19 which may or do permeate to and/or affect the use and
20 enjoyment of any other Unit.

21 Section 17. FIRE HAZARDS. No Owner shall occupy,
22 use or store any materials in any Unit, nor permit any Unit to
23 be occupied or used for any purpose which would increase the
24 premium for fire insurance on the common areas over the normal
25 rates applicable to mini storage facilities. Upon notice that
km any such activity is or has been taking place, or that any
such materials have been, are or will be stored upon said

1 premises, the Owner of the respective Unit(s) shall
2 immediately cause same to be removed.

3 Section 18. COMPLIANCE WITH LAW. Except for the
4 bathroom and the mechanical room, each Unit shall be used and
5 occupied solely for storage purposes. No Unit shall be used
6 for any purpose in violation of any state, federal or local
7 statute or ordinance or of any regulation, order, or directive
8 of a governmental agent as such statutes, ordinances,
9 regulations, orders or directives now exist or may hereafter
10 provide concerning the use and safety of the Unit and common
11 areas. On the breach of any provision hereof by any Owner,
12 the Association may, at its option, order such use to
13 terminate, and that failing, enter upon the premises of the
14 Unit and terminate such use.

15 Section 19. SIGNS. No sign whatsoever (including
16 but not limited to, commercial, political and similar signs)
17 which are visible from neighboring property shall be erected
18 or maintained on any Property except:

- 19 (a) Such signs as may be required by legal
20 proceedings;
- 21 (b) Such signs the nature, number and location of
22 which have been approved by the Board in
advance.

23 Section 20. RULES AND REGULATIONS. The Association
24 shall have the power to make and adopt reasonable Association
25 rules with respect to activities which may be conducted on any
part of the Property. The Board's determination as to whether
a particular activity being conducted or to be conducted

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1 violates or will violate such Association rules shall be
2 conclusive unless, at a regular or special meeting of the
3 Association, Owners representing a majority or the voting
4 power of the Association vote to the contrary.

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6 **ARTICLE XIII**

7 **INSURANCE**

8 Section 1. AUTHORITY TO PURCHASE. Commencing not
9 later than the date a Unit is conveyed to a Person other than
10 Declarant, the Board shall have the authority to and shall
11 obtain the insurance provided for in this Article.

12 Section 2. HAZARD INSURANCE. The Board shall
13 obtain a master or blanket policy of property insurance on the
14 entire Property including the Units and the Common elements
15 insuring the Property against loss or damage by fire and other
16 hazards covered by the standard extended coverage endorsement,
17 and against loss or damage by sprinkler leakage, debris
18 removal, cost of demolition, vandalism, malicious mischief,
19 windstorm, and water damage. Such master policy of property
20 insurance shall be in a total amount of insurance equal to
21 100% of the current replacement cost, exclusive of land,
22 excavations, foundations and other items normally excluded
23 from such property policies.

24 Section 3. COMPREHENSIVE PUBLIC LIABILITY
25 INSURANCE. The Board shall obtain comprehensive general
km liability insurance insuring the Association, the Declarant,
the agents and employees of the Association and the Declarant,

1 the Owners and Occupants and the respective family members,
2 guests and invitees of the Owners and Occupants, against
3 liability incident to the ownership or use of the Common
4 Elements. The limits of such insurance shall not be less than
5 \$1,000,000.00 covering all claims for death of or injury to
6 any one person and/or property damage in any single
7 occurrence. Such insurance shall also include protection
8 against water damage liability, liability for non-owned and
9 hired automobiles, and liability for the property of others.
10 Such insurance must provide that, despite any provisions
11 giving the carrier the right to elect to restore damage in
12 lieu of a cash settlement, such option shall not be
13 exercisable without the approval of the Association. The
14 Board shall adjust the amount of the insurance carried under
15 this Section from time to time.

16 Section 4. WORKMEN'S COMPENSATION INSURANCE. In
17 the event the Association has employees, the Board shall
18 purchase and maintain in effect Workmen's Compensation
19 Insurance for all employees of the Association to the extent
20 that such insurance is required by law.

21 Section 5. PREMIUMS. Premiums upon insurance
22 policies purchased by the Board on behalf of the Association
23 shall be paid by the Association as part of the Common
24 Expenses.

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Section 6. POLICY PROVISIONS.

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(a) Any insurer that has issued an insurance policy to the Association under this Article shall also issue a certificate or memoranda of insurance to the Association and, upon request, to any Owner or Lender.

(b) The named insured under any policy of insurance shall be the Association, as trustee for the Owners, or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under the policies.

(c) Insurance coverage may not be brought into contribution with insurance purchased by the Owners.

(d) Coverage must not be limited by (i) any act or neglect by Owners or Occupants which is not within control of the Association; or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

(e) Coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice to the Association and all Lenders, and to any Owner to whom a certificate has been issued.

(f) All policies must contain a waiver of subrogation by the insurer as to any and all claims against the Association, Owners, Occupants and their respective agents

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1 and employees, and any defenses based on co-insurance or on
2 invalidity arising from acts of the insured.

3 Section 7. SUPPLEMENTAL INSURANCE. The Board may
4 obtain such other policies of insurance in the name of the
5 Association as the Board deems appropriate to protect the
6 Association and Owners, including, without limitation, errors
7 and omissions insurance for officers and directors of the
8 Association. Notwithstanding any other provision herein, the
9 Association shall continuously maintain in effect such
10 casualty, flood and liability insurance.

11 Section 8. INSURANCE OBTAINED BY OWNERS/NON-
12 LIABILITY OF ASSOCIATION. An Owner or Occupant shall be
13 permitted to insure his personal property against loss by fire
14 or other casualty and may carry public liability insurance
15 covering his individual liability for damage to persons or
16 property occurring inside his Unit. An Owner may carry
17 additional hazard insurance covering his Unit and improvements
18 as well as additional liability insurance covering exposure
19 from the ownership or use of the Common Elements.

20 Notwithstanding the obligation of the Association to obtain
21 insurance coverage as stated in this Declaration, neither the
22 Declarant nor the Association, or their respective officers,
23 directors, employees and against, shall be liable to any Unit
24 Owner or any other party if any risks or hazards are not
25 covered by the insurance to be maintained by the Association
or the amount of the insurance is not adequate, and it shall
be the responsibility of each Unit Owner to ascertain the

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1 coverage and protection afforded by the Association's
2 insurance and to procure and pay for any additional insurance
3 coverage and protection that the Unit Owner may desire. Unless
4 otherwise changed by a vote of the Unit Owners, the
5 Association's insurance shall not insure any contents within a
6 Unit.

7
8 **ARTICLE XIV**

9 **DESTRUCTION OF IMPROVEMENTS**

10 Section 1. AUTOMATIC RECONSTRUCTION. In the event
11 of partial or total destruction of a Building or Buildings or
12 any portion of the Common Elements within the Property, the
13 Board shall promptly take the following action:

14 (a) The Board shall ascertain the cost of
15 reconstruction by obtaining fixed price bids from at least two
16 (2) reputable contractors, including the obligation to obtain
17 performance and lien payment bonds.

18 (b) The Board shall determine the amount of
19 insurance proceeds, if any, payable by contacting the
20 appropriate representative of the insurer of said Building.

21 (c) If the Board determines: (i) that insurance
22 proceeds will cover eighty-five percent (85%) or more of the
23 estimated cost of reconstruction, or (ii) that available
24 insurance proceeds together with available reserves and/or a
25 special Assessment equal to Twenty-five (25%) or less of the
km then aggregate annual regular Assessments for all Condominium
Storage Units will completely cover the estimated cost of

1 reconstruction, then the Board shall cause notice to be sent
2 to all Owners setting forth such findings and informing said
3 Owners and Lenders that the Board intends to commence
4 reconstruction pursuant to this Declaration. In the event that
5 at least twenty-five percent (25%) of the Owners based on one
6 (1) vote for each Unit, object in writing to such
7 reconstruction as indicated in such notice, the Board shall
8 call a special meeting of the Owners pursuant to Section 2.
9 In the event that the foregoing requirements are satisfied and
10 the satisfied and requisite numbers of Owners do not object in
11 writing to such reconstruction, the Board shall cause
12 reconstruction to take place as promptly as practicable
13 thereafter. In connection with such reconstruction, the Board
14 shall levy a uniform special Assessment against each Owner at
15 such time and in such amount as the Board shall determine is
16 necessary to cover the costs of reconstruction in excess of
17 insurance proceeds and available reserves.

18 (d) If the Board in good faith determines that none
19 of the bids submitted under this Section reasonably reflects
20 the anticipated reconstruction costs, the Board shall continue
21 to attempt to obtain an additional bid which it determines
22 reasonably reflects such costs. Such determination shall be
23 made by the Board as soon as possible. However, if such
24 determination cannot be made within Ninety (90) days after the
25 date of such destruction because of the unavailability or
unacceptability of an insurance estimates or reconstruction

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1 bid, or otherwise, the Board shall immediately call a meeting
2 of the affected Owners pursuant to Section 2.

3 (e) If the Board determines that any Unit has
4 become unusable by reason of its total or partial destruction,
5 Assessments may abate against the Owner thereof until the
6 Board determines that usability has been restored. However,
7 if the Board determines that such abatement would adversely
8 and substantially affect the management, maintenance and
9 operation of the Property, it may elect to disallow such
10 abatement.

11 Section 2. RECONSTRUCTION BY VOTE. If
12 reconstruction is not to take place pursuant to Section 1, as
13 soon as practicable after the same has been determined, the
14 Board shall call a special meeting of the Owners by mailing a
15 notice of such meeting to each such Owner. Such meeting shall
16 be held not less than Fourteen (14) days and not more than
17 Twenty-one (21) days after the date of such notice. Unless the
18 Owners, by a vote at such meeting or by the written consent of
19 not less than Seventy-five percent (75%) of the Owners based
20 on One (1) vote for each Unit, determine not to proceed with
21 such reconstruction, reconstruction must take place and the
22 Board shall levy a uniform special Assessment against each
23 Owner at such time and in such amount as the Board shall
24 determine is necessary to cover the costs of reconstruction in
25 excess of insurance proceeds and available reserves.

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Section 3. PROCEDURE FOR MINOR RECONSTRUCTION. If
the cost of reconstruction is equal to or less than Ten

1 percent (10%) of the face amount of insurance then carried
2 under the Association's hazard insurance policy, then the
3 Board shall contract with a licensed contractor or
4 contractors to rebuild or repair such damaged or destroyed
5 portions of the Property in conformance with the original
6 plans and specifications, or if the Board determines that
7 adherence to such original plans and specifications is
8 impracticable or is not in conformance with applicable laws,
9 ordinances, building codes, or other governmental rules or
10 regulations then in effect, then such repairs or rebuilding
11 shall be of a kind and quality substantially equivalent to the
12 original construction of such improvements.

13 Section 4. PROCEDURE FOR MAJOR RECONSTRUCTION. If
14 the cost of reconstruction is greater than Ten percent (10%)
15 of the face amount of insurance then carried under the
16 Association's hazard insurance policy, all insurance proceeds,
17 together with such amounts from available reserves or special
18 Assessments as are needed to complete the cost of
19 reconstruction, shall be paid directly to a bank or savings
20 and loan association located in Mohave County, Arizona, whose
21 accounts are insured by the Federal Deposit Insurance
22 Corporation or the Federal Savings and Loan Insurance
23 Corporation, or the successor to either agency, as designated
24 by the Board, as trustee (hereinafter called the "Insurance
25 Trustee") for all Owners and Lenders. Such proceeds shall be
received, held and administered consistent with the provisions
of this Declaration. Disbursement of such funds shall be made

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Law Office of Kenneth E.
Moyer, PLLC
1845 McCulloch Blvd.
Suite A-10
Lake Havasu City, AZ 86403
(928)505-4906
Fax: (928)505-0935

1 only upon the signatures of two members of the Board. As soon
2 as practicable after notification of the receipt of insurance
3 proceeds, the Board shall enter into a contract with a
4 licensed contractor or contractors for the repair or
5 rebuilding of all of the damaged or destroyed Units and Common
6 Elements according to the original plans and specifications of
7 said improvements or, if the Board determines that adherence
8 to such original plans and specifications is impracticable or
9 not in conformity with applicable statutes, ordinances,
10 building codes, or other governmental rules and regulations
11 then in effect, then of a quality and kind substantially
12 equivalent to the original, construction of such improvements.
13 The contract with such licensed contractor or contractors
14 shall provide for payment to the contractor or contractors of
15 a specified sum for performance and execution of the work
16 therein described, and shall have provisions for periodic
17 disbursement of funds, which shall be consistent with
18 procedures then followed by prudent lending institutions doing
19 business in Mohave County, Arizona. The Board may employ a
20 licensed architect to supervise the repair and rebuilding to
21 insure that all work, services and supplies are in conformity
22 with the requirements of the construction contract.

23 Section 5. TERMINATION. If Seventy-five percent
24 (75%) or more of the Owners elect not to proceed with the
25 reconstruction at the special meeting held pursuant to Section
km 2, the Board shall divide the insurance proceeds and then
available reserves into as many shares as there are then

1 Units, said shares to be in the same proportion as the Owner's
2 respective percentage interest in the Common Elements. If
3 there are mortgages, deeds of trust, or other encumbrances
4 remaining against any of the Condominium Units after
5 disbursement by the Board of the proportionate share of
6 insurance proceeds and available reserves, and such
7 deficiencies are not paid by the respective Owner or Owners,
8 the holders of any such mortgage, deed of trust, or other
9 encumbrance must also execute and acknowledge such declaration
10 in order to lawfully withdraw the Property from the
11 Condominium pursuant to the Act.

12 Section 6. NEGOTIATIONS WITH INSURER. The Board
13 shall have full authority to negotiate in good faith with
14 representatives of the insurer of a totally or partially
15 destroyed Building or any other portion of the Common
16 Elements, and to make settlements with the insurer for less
17 than full insurance coverage on the damage to such Building or
18 any other portion of the Common Elements. Any settlement made
19 by the Board in good faith shall be binding upon all Owners.

20 Section 7. REPAIR OF CONDOMINIUM UNITS.
21 Installation or improvements to, and repair of any damage to,
22 the interior of a Condominium Unit shall be made by and at the
23 individual expense of the Owner of that Unit and, in the event
24 of a determination to reconstruct after partial or total
25 destruction, shall be completed as promptly as practicable and
km in a lawful and workmanlike manner.

1 this Declaration or under §33-1220 of the Condominium Act, by
2 the Association under §§ 33-1206 or 33-1216(D) of the
3 Condominium Act, or by certain Unit Owners under §§ 33-
4 1218(B), 33-1222, 33-1223 or 33-1228(B) of the Condominium
5 Act, and except to the extent permitted or required by other
6 provisions of the Condominium Act, the Declaration, including
7 the Plat, may be amended by vote of the Unit Owners to which
8 at least sixty-seven percent (67%) of the votes in the
9 Association are allocated, at any time during the initial term
10 hereof or any renewal term and without regard to whether such
11 amendment has uniform application to the Units or the
12 Condominium as a whole.

13 Any amendment adopted by the Unit Owners as provided
14 herein shall be signed by the President or Vice-President of
15 the Association and shall be recorded in the Official Records
16 of the Mohave County, Arizona Recorder. Any such amendment
17 shall certify that the amendment has been approved as required
18 by this section. Any amendment made by the Declarant pursuant
19 to this Declaration of the Condominium Act shall be executed
20 by the Declarant and shall be recorded in the Official Records
21 of the Mohave County, Arizona Recorder.

22 Section 4. VIOLATION OF LAW. Any violation of any
23 state, municipal or local law, ordinance or regulation,
24 pertaining to the ownership, occupation or use of any property
25 is hereby declared to be a violation of this Declaration and
km subject to any and all of the enforcement procedures set forth
herein.

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Section 5. CONSTRUCTION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a Condominium storage facility and for the maintenance of the Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 6. GENDER AND NUMBER. Whenever the context of this Declaration requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

Section 7. NUISANCE. The result of every act or omission whereby any provision or Restriction contained in this Declaration or any provision contained in the Bylaws or Association Rules is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity against a nuisance, either public or private, shall be applicable with respect to the abatement thereof and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative to all other remedies set forth in this Declaration and shall not be deemed exclusive.

Section 8. ATTORNEY'S FEES. In the event any action is instituted to enforce any of the provisions contained in this Declaration, the Bylaws, or Association Rules, the party prevailing in such action shall be entitled to recover from

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1 the other party thereto as part of the judgment reasonable
2 attorney's fees and costs of suit.

3 Section 9. NOTICES. Any notice to be given to an
4 Owner or the Association under the provisions of this
5 Declaration, shall be in writing.

6 Section 10. EFFECT OF DECLARATION. This
7 Declaration is made for the purpose set forth in the recitals
8 in this Declaration and Declarant makes no warranties or
9 representations, express or implied, as to the binding effect
10 or enforceability of all or any portion of this Declaration,
11 or as to the compliance of any of these provision with public
12 laws, ordinances, regulations and the like applicable thereto.
13 Declarant shall have no liability whatsoever if any of the
14 provisions of this Declaration, the Bylaws or Association
15 Rules are determined to be unenforceable in whole or in part
16 or under certain circumstances.

17 Section 11. PERSONAL COVENANT. To the extent the
18 acceptance of a conveyance of a Unit creates a personal
19 covenant between the Owner of such Unit and Declarant, other
20 Owners, or the Association, such personal covenant shall
21 terminate and be of no further force or effect from and after
22 the date when a Person ceases to be an Owner except to the
23 extent this Declaration provides for personal liability with
24 respect to the Assessments incurred during the period a Person
25 is an Owner.

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Section 12. NONLIABILITY OF OFFICIALS. To the
fullest extent permitted by law, neither the Board nor any

1 officer of the Association shall be liable to any Owner or the
2 Association for any damage, loss, or prejudice suffered or
3 claimed on account of any decision, approval or disapproval,
4 course of action, act, omission error, or negligence if such
5 Board member or officer acted in good faith within the scope
6 of his or their duties.

7 Section 13. UNSEGREGATED REAL PROPERTY TAXES.

8 Until such time as real property taxes have been segregated by
9 the County Assessor of Mohave County for the Condominium
10 Units, the taxes shall be paid by the Association on behalf of
11 the Owners. In connection with such payment, the
12 proportionate share of such tax or installment thereof for a
13 particular Condominium Unit shall be determined by multiplying
14 the tax or installment in question by the respective
15 percentage interest of such Condominium Unit in the Common
16 Elements. The Association may levy a special Assessment
17 against any Owner who fails to pay his share of any real
18 property taxes pursuant to this Section. In the event such
19 special Assessment is not paid within Thirty (30) days of its
20 due date, the Board may resort to all remedies of the
21 Association for the collection thereof.

22 Section 14. USE OF FUNDS COLLECTED BY THE
23 ASSOCIATION. All funds collected by the Association,
24 including Assessments and contributions to the Association
25 paid by Owners, if any, shall be held by the Association in a
km fiduciary capacity to be expended in their entirety for non-
profit purposes of the Association in managing, maintaining,

1 caring for, and preserving the Common Elements and for other
2 permitted purposes as set forth in this Declaration. No part
3 of said funds shall inure to the benefit of any Owner (other
4 than as a result of the Association managing, maintaining,
5 caring for, and preserving the Common Elements and other than
6 as a result of expenditures made for other permitted purposes
7 as set forth in this Declaration).

8 Section 15. NOTIFICATION OF SALE AND TRANSFER FEE.

9 Concurrently with the consummation of the sale or other
10 transfer of any Condominium Unit, or within Fourteen (14) days
11 after the date of such transfer, any transferee shall notify
12 the Association in writing of such transfer and shall
13 accompany such written notice with a non-refundable transfer
14 fee to cover Association documentation and processing. The
15 transfer fee shall be equal to twice the then current regular
16 monthly Assessment. The written notice shall set forth the
17 name of the transferee and his transferor, the unit number of
18 the Condominium Unit purchased or acquired by the transferee,
19 the transferee's mailing address, the date of the sale or
20 transfer, and the name and address of the transferee's Lender,
21 if any. Prior to the receipt of such written-notice, all
22 notices required or permitted to be given by the Association
23 to the Owner shall be deemed to be duly made or given to the
24 transferee if duly and timely made and given to the
25 transferee's predecessor in interest. The transfer fee shall
km be the personal obligation of the new Owner and shall be
secured by the lien. Notwithstanding the other provisions

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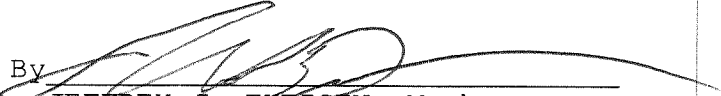
hereof, this Section shall not apply to a Lender who becomes an Owner by a foreclosure proceeding or any deed of assignment in lieu of foreclosure.


Section 16. EMERGENCY VEHICLES AND PERSONNEL.

Emergency vehicles and/or personnel shall have the right to access to all Common Areas herein described when on the premises in response to any emergency or in the abatement of a public nuisance.


IN WITNESS WHEREOF the undersigned has signed this document the date and year above written.

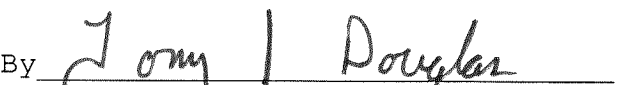
AZCO STORAGE, LLC,
A Colorado Limited Liability Company

By 
JEFFREY J. THEISEN, Member

By 
DAVID J. CALL, Member

By 
TODD CARLSON, Member

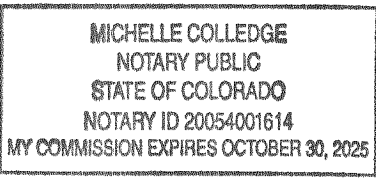
By 
BRETT BOURNE, Member

By 
TONY J. DOUGLAS, Member

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STATE OF COLORADO)
COUNTY OF JEFFERSON) SS:

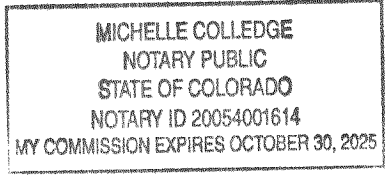
Before me this 27th day of OCTOBER, 2022,
personally appeared JEFFREY J. THEISEN who acknowledged
himself to be a Member of AZCO STORAGE, L.L.C., that he as
such Member, being authorized to do so, executed the foregoing
instrument for the purposes therein contained by signing the
name of the L.L.C as Declarant, by himself as such Manager.



Michelle Colledge
Notary Public

STATE OF COLORADO)
COUNTY OF JEFFERSON) SS:

Before me this 27th day of OCTOBER, 2022,
personally appeared DAVID J. CALL who acknowledged himself to
be a Manager and Member of AZCO STORAGE, L.L.C., that he as
such Manager, being authorized to do so, executed the
foregoing instrument for the purposes therein contained by
signing the name of the L.L.C as Declarant, by himself as such
Manager.

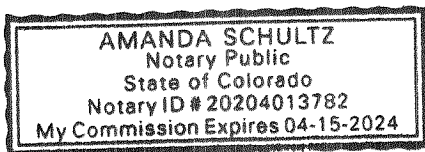


Michelle Colledge
Notary Public

STATE OF Colorado)
COUNTY OF Jefferson) SS:

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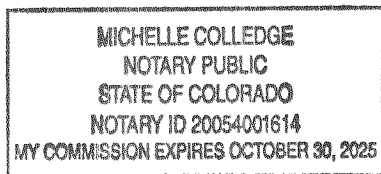
Before me this 27th day of October, 2022,
personally appeared TODD CARLSON who acknowledged himself to
be a Manager and Member of AZCO STORAGE, L.L.C., that he as
such Manager, being authorized to do so, executed the
foregoing instrument for the purposes therein contained by
signing the name of the L.L.C as Declarant, by himself as such
Manager.



[Signature]
Notary Public

STATE OF COLORADO)
COUNTY OF JEFFERSON) SS:

Before me this 27th day of OCTOBER, 2022,
personally appeared BRETT BOURNE who acknowledged himself to
be a Manager and Member of AZCO STORAGE, L.L.C., that he as
such Manager, being authorized to do so, executed the
foregoing instrument for the purposes therein contained by
signing the name of the L.L.C as Declarant, by himself as such
Manager.



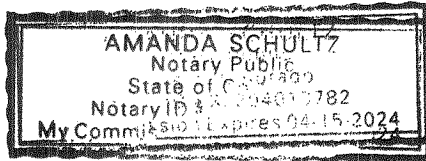
[Signature]
Notary Public

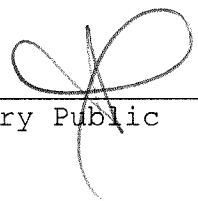
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STATE OF Colorado
COUNTY OF Jefferson SS:

Before me this 27th day of October, 2022,
personally appeared TONY J. DOUGLAS who acknowledged himself
to be a Manager and Member of AZCO STORAGE, L.L.C., that he as
such Manager, being authorized to do so, executed the
foregoing instrument for the purposes therein contained by
signing the name of the L.L.C as Declarant, by himself as such
Manager.





Notary Public

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EXHIBIT A

Units A101 through A108, inclusive;

Units B101 through B108, inclusive;

Units C101 through C108, inclusive;

Units D101 through D108, inclusive;

And Parcel A, according to the plat of record in the office of the County Recorder of Mohave County, Arizona, recorded October 31, 2022, at Fee No. 2022062739.

EXCEPT all oil, gas, coal and minerals as reserved in instrument recorded in Book 58 of Deeds, Page 354.

EXCEPT all oil, gases and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizers of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, and except all underground water in, under or flowing through said land, and water rights appurtenant thereto, as reserved in instrument recorded in Book 711 of Official Records, page 46 (Lot 7) and Book 1210 of Official Records, page 679 (Lot 6) , records of Mohave County, Arizona.