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**DECLARATION OF CONDOMINIUM
AND COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DAVE'S
BOAT & RV STORAGE
CONDOMINIUM**

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DECLARATION OF CONDOMINIUM
AND
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
DAVE'S BOAT & RV STORAGE
CONDOMINIUMS

This Declaration is made pursuant to and in compliance with A.R.S. §33-1201, et. seq., this 28 day of JUNE, 2023, by DAVE'S BOAT & RV STORAGE, LLC, an Arizona Corporation, 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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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;
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8 **ARTICLE I**
9 **DEFINITIONS**

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

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

16 (b) "Association" shall refer to the DAVE'S BOAT &
17 RV STORAGE OWNERS ASSOCIATION, whose membership shall include
18 each Owner of a Condominium Unit in the Property and whose
19 function shall be to serve as the OWNERS' ASSOCIATION as
20 defined in the Act. Declarant intends to organize the
21 Association under the name of DAVE'S BOAT & RV STORAGE OWNERS
22 ASSOCIATION, an Arizona non-profit corporation, prior to the
23 conveyance of a Condominium Storage Unit by Declarant, but if
24 the name is not available, Declarant may organize the
25 Association under such other name as Declarant deems
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 THREE (3) 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, trash pickup and disposal, water and/or sewer (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, the Restrooms and the Storage
22 Room designated as Common Element 2 and the Security Room
23 designated as Common Element 3 and the gate fencing and
24 security system.

25 (j) "Condominium Storage Unit" shall mean a part of
the Property, designed or intended for independent use as a
storage unit, together with the pro rata fractional interest

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

11 (k) "Declarant" shall mean DAVE'S BOAT & RV
12 STORAGE, LLC, an Arizona corporation.

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

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

22 (n) "Occupant" shall mean a Person or Persons,
23 other than an owner, in possession of a Condominium Unit.

24 (o) "Owner" shall mean the Person or Persons who
25 are vested with record title to a Condominium Storage Unit
according to the records of the County Recorder of Mohave
County, Arizona. However, Owner shall not include a Person

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1 who holds an interest in a Condominium Storage Unit merely as
2 security for the performance of an obligation. Declarant shall
3 be considered the record Owner of any Condominium Unit prior
4 to its initial conveyance by Declarant.

5 (p) "Plat" means the amended condominium plat for
6 DAVE'S BOAT & RV STORAGE recorded at Fee # 2023024546 on
7 6-28, 2023, in the records of the County Recorder of
8 Mohave County, Arizona and any amendments, supplements or
9 corrections thereto.

10 (q) "Person" shall mean a natural individual,
11 corporation, partnership, trustee or other legal entity
12 capable of holding title to real property.

13 (r) "Property" shall mean the real property, the
14 Buildings, improvements and permanent fixtures located
15 thereon, and all easements and rights appurtenant thereto.

16 (s) "Restrictions" shall mean the covenants,
17 conditions, assessments, easements, liens and restrictions set
18 forth in this Declaration.

19 (t) "Restroom" shall refer to that common area as
20 designated on the Plat as common element 2 for use as a
21 restroom.

22 (u) "Security Room" shall refer to that common area
23 as designated on the Plat as common element 3 for use as a
24 security room.

25 (v) "Storage Room" shall refer to that common area
as designated on the Plat as common element 2 for use as a
storage room.

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1 (x) "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

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6 **ARTICLE II**

7 **DECLARATION OF CONDOMINIUM**

8 Section 1. PROPERTY SUBJECT TO THIS DECLARATION:

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

15 Section 2. DECLARATION. Submission. Declarant

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

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Section 3. DESCRIPTION OF PROJECT.

(a) NAME. The property shall be known as DAVE'S BOAT & RV STORAGE CONDOMINIUMS.

(b) DESCRIPTION OF THE SPACE OF THE BUILDING. SIX (6) multi-condominium unit buildings which are to be constructed upon the said real property and shall be comprised of a total of One Hundred Fifty-Eight (158) Condominium Storage Units along with two (2) restroom areas and one (1) storage room area designated as common element 2 and one (1) security room area designated as common element 3.

(c) CUBIC CONTENT SPACE OF CONDOMINIUM STORAGE UNITS. The cubic content space of each of the One Hundred Fifty Eight (158) Condominium Units and the two restrooms, security room and storage room within the Buildings is set forth on the Plat. The horizontal boundaries of each Condominium Unit and the restrooms, security room and storage 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 restrooms, security room and storage 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) PHASED DEVELOPMENT. This project will be constructed in two (2) phases. Phase 1 shall consist of Buildings A, B and D and the restrooms, security room and the storage room areas. Building A as shown on the plat shall include 14 Condominium Storage Units plus the 2 Restroom areas and the Storage Room area, Building B shall include 25 Condominium Storage Units and Building D shall include 35 Condominium Storage Units plus the Security Room area. Phase 2 shall consist of Buildings

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C, E and F. Building C as shown on the plat shall include 46 Condominium Storage Units, Building E as shown on the plat shall include 3 Condominium Storage Units and Building F as shown on the plat shall include 35 Condominium Storage Units. 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.

(e) DESCRIPTION OF COMMON ELEMENTS. The Common Elements shall consist of the entire Property, including the two restroom areas, the security room area and the storage room area, excluding the Condominium Storage Units.

(f) FRACTIONAL INTEREST. Upon completion of the property, each Condominium Unit shall bear an undivided 1/158 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.

(g) 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 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

1 where the same joins the utility line serving
2 other Condominium Units. An Owner may make
3 non-structural alterations within his
4 Condominium Unit, but an Owner shall not make
5 any structural or exterior alterations of the
6 Common Elements.

7 (h) UTILITIES. All utilities including water and
8 sewer service (if any), and electric service,
9 will be metered to the Association with such
10 utility charges to be the responsibility of
11 the Association. The Association may, in its
12 discretion, determine that water, sewer or
13 electric service will be separately metered to
14 each individual Unit which shall then be the
15 responsibility of the Unit Owner to pay.

16 ARTICLE III

17 OWNERS ASSOCIATION

18 Section 1. DAVE'S BOAT & RV STORAGE OWNERS

19 ASSOCIATION, a non-profit corporation organized under and by
20 virtue of the laws of the State of Arizona governing non-
21 profit corporations, shall accept responsibility for and
22 provide such necessary and appropriate action for the proper
23 maintenance, repair, replacement, operation, management,
24 beautification, and improvement of that certain property and
25 improvements to be used in common by and for the benefit of
km the Owners of Condominium Units constructed on said
properties. Pursuant to A.R.S. § 33-1243, Declarant shall
have control of the Association, including but not limited to,
the right to appoint and remove the members of the Board of
Directors and the officers of the Association who do not have
to be Owners of Condominium Units, from its incorporation
until the earlier of (1) ninety (90) days from the conveyance

1 of Seventy Five percent (75%) of the Condominium Units which
2 may be conveyed to Owners other than Declarant, or (2) Four
3 (4) years after Declarant ceases to offer for sale Condominium
4 Units in the Project in the ordinary course of business. For
5 purposes of this Section, Units in the Project shall be deemed
6 to be ONE HUNDRED FIFTY Eight (158) total Condominium Units
7 not including the restrooms and security room Condominium Unit
8 and storage room Condominium Unit, which is the maximum
9 planned total of the project as set forth in Article XI of
10 this Declaration.

11 Section 2. Until such time as ONE HUNDRED NINETEEN
12 (119) Condominium Units in the above-described properties have
13 been conveyed to the purchasers thereof, all right,
14 discretion, power and authority herein granted to said Owners
15 Association and said Condominium Unit Owners through said
16 Owners Association, including the right to collect assessments
17 (excepting reserves for replacement) shall, at the option of
18 Declarant remain with Declarant directly or through said
19 Owners Association. Upon the sale of not less than ONE
20 HUNDRED NINETEEN (119) of said Condominium Units, or unless
21 earlier required by Declarant, all such right, discretion,
22 power and authority shall be assumed by the Condominium Unit
23 Owners who are then members of the Owners Association, through
24 their Officers and Directors who shall be duly elected at such
25 time.

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26 Section 3. Until such time as ONE HUNDRED NINETEEN
27 (119) of the Condominium Units have been conveyed or

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

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

23 There shall be no outstanding or accrued debts
24 against the Association at the time of assumption of control
25 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

1 available for occupancy but unsold, except as in this Article
2 III, Section 3.

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

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

km All taxes, assessments and charges which may become
liens prior to the first mortgage under local law shall relate

1 only to the individual Condominium Units and not the
2 Condominium project as a whole.
3

4 **ARTICLE IV**

5 **PROPERTY RIGHTS**

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

- 11 (a) The rights of the Association to suspend
12 voting rights and right to use of the common
13 elements by an Owner for any period during
14 which any assessment against his Condominium
15 Unit remains unpaid and for a period not to
16 exceed Sixty (60) days, for any infraction of
17 this Declaration.
- 18 (b) The right of the Association to dedicate or
19 transfer all or any part of the Common Areas
20 to any public agency, authority, or utility,
21 for such purposes and subject to such
22 conditions as may be agreed by ONE HUNDRED
23 NINETEEN (119) of the Owners agreeing to such
24 dedication or transfer.
- 25 (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
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.

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- (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 restrooms and the security room Condominium Storage Unit and the storage room Condominium Storage Unit 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, testamentary disposition, foreclosure of a mortgage of record, or such other legal process that is now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a

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1 prohibited transfer shall be void. Any transfer of ownership
2 shall operate to transfer said membership to the new Owner,
3 and a reasonable charge may be assessed by the Association as
4 a transfer fee and/or resale disclosure fee for each such
5 transfer.

6 Section 2. VOTING RIGHTS. All Owners shall be
7 entitled to one vote for each Unit owned. When more than one
8 person holds an interest, all such persons shall become
9 Members. The vote for such Unit shall be exercised as they
10 among themselves determine, but in no event shall more than
11 one vote be cast with respect to any Unit and fractional votes
12 shall not be allowed. In the event more than one vote is cast
13 for a particular Unit, none of the votes shall be counted and
14 said votes shall be deemed void.

15 **ARTICLE VI**

16 **COVENANT FOR MAINTENANCE ASSESSMENTS**

17 Section 1. PERSONAL OBLIGATION FOR ASSESSMENTS.

18 Each Owner of a Unit, except as provided by Article III,
19 Section 3 hereof, by acceptance of a deed therefore, whether
20 or not it shall be so expressed in such deed, is deemed to
21 covenant and agree to pay to the Association: (1) annual
22 assessments or charges, and (2) special assessments for
23 capital improvements, such assessments to be established and
24 collected as provided in the Articles and Bylaws. The annual
25 and special assessments, late payment penalties, if any,
together with interest thereon, and reasonable attorney's fees

1 and costs of collection thereof, shall be a continuing lien on
2 the Unit. Each such assessment, together with interest, costs,
3 reasonable attorney's fees and costs of collection, shall also
4 be the personal obligation of the person who was the Owner of
5 such Unit at the time when the assessment fell due.

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

15 (a) By appropriate action the Association shall
16 establish and maintain a reserve fund for replacement by the
17 allocation and payment monthly to such reserve fund an amount
18 to be designated from time to time by the Board of Directors.
19 Such fund shall be depository, and may be in the form of cash
20 deposit or invested in obligations of, or fully guaranteed as
21 to principal by the United States of America. The reserve
22 fund is for the purpose of effecting replacement or repair
23 because of damage, depreciation or obsolescence to Common Area
24 elements. Upon the initial sale of a Condominium Unit by the
25 Declarant to a Condominium Unit Owner, the Condominium Unit
km Owner shall pay a reserve contribution fee of ~~\$1,000.00~~ which
shall be placed in the Association's reserve fund. ~~#250.00 AMENDED~~

1 Section 3. UNIFORM RATE OF ASSESSMENT. Both annual
2 and special assessments must be fixed at a uniform rate for
3 all Units and may be collected on a annual basis at the
4 beginning of each calendar year. Persons who become Owners
5 during a calendar year shall have their annual assessments
6 prorated to the end of the calendar year.

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

19 The initial annual assessment, per Unit other than
20 the restrooms and the storage room Unit and the security room
21 Unit, shall be \$960.00 provided, however, that the Board of
22 Directors or the Declarant may declare a different amount for
23 the annual assessment at such time as they desire.

24 Section 5. SPECIAL ASSESSMENT FOR CAPITAL
25 IMPROVEMENTS. In addition to the annual assessments
km authorized above, the Association may levy, in any assessment
year, a special assessment applicable to that year only for

1 the purpose of defraying, in whole or in part, the cost of any
2 construction, reconstruction, repair or replacement of a
3 capital improvement upon the Common Area, including fixtures
4 and personal property related thereto, provided that any such
5 assessment shall have the assent of Two Thirds (2/3) of the
6 votes of members who are voting in person or by absentee
7 ballot at a meeting duly called for this purpose.

8 Section 6. NOTICE AND QUORUM FOR ANY ACTION

9 AUTHORIZED UNDER SECTION 5. Written notice of any meeting
10 called for the purpose of taking any action authorized under
11 Section 5 shall be sent to all members not less than Thirty
12 (30) days nor more than Sixty (60) days in advance of the
13 meeting. At the first such meeting called, the presence of
14 members or of absentee ballots entitled to cast Fifty One
15 Percent (51%) of all votes of the membership shall constitute
16 a quorum. If the required quorum is not present, another
17 meeting may be called subject to the same notice requirement,
18 and the required quorum at the subsequent meeting shall be
19 one-half (1/2) of the required quorum at the preceding
20 meeting. No such subsequent meeting shall be held more than
21 fifty (50) days following the preceding meeting.

22 Section 7. NONPAYMENT OF ASSESSMENTS - REMEDIES OF

23 THE ASSOCIATION. Any assessment not paid within Thirty (30)
24 days after the due date shall bear interest from the due date
25 at the rate of Eighteen Percent (18) % per annum. In addition,
the Board of Directors may establish a reasonable late fee to
be charged to the Unit Owner and assessed against the Unit as

1 part of the Association lien for each installment of an
2 assessment that is deemed delinquent. The Association may
3 bring an action at law against the Owner personally obligated
4 to pay the same, or foreclose the lien against the Unit. No
5 Owner may waive or otherwise escape liability for the
6 assessments provided for herein by non-use of the Common Area
7 or abandonment of his Unit.

8 Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES.

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

15
16 **ARTICLE VII**

17 **ARCHITECTURAL CONTROL**

18 **ARCHITECTURAL APPROVAL.** No building, fence, wall or
19 other structure shall be commenced, erected or maintained upon
20 the Properties, nor shall any exterior or interior addition to
21 or change or alteration therein be made until the plans and
22 specifications showing the nature, kind, shape, height,
23 materials, and location of the same shall have been submitted
24 to and approved in writing as to harmony of external design
25 and location in relation to surrounding structures and
topography by the Board of Directors of the Association.

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ARTICLE VIII

COMMON WALLS

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

- (a) The Owners of contiguous Units who have a Common Wall or Walls shall both equally have the right to use such wall or walls provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.
- (b) In the event that any Common Wall or Walls are damaged or destroyed through the act of an Owner or any of his agents or tenants (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the Common Wall or Walls without cost to the other adjoining Owner or Owners.
- (c) In the event any such Common Wall or Walls are destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his agents, 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 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.

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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 egress within the project. This shall include the exterior portions of the Units, and the buildings (except for the Units and doors, including garage doors); the land upon which the buildings are located; the airspace above the buildings, all bearing walls, columns, floors, roofs, slabs, foundations,

1 storage spaces, doors, all water pipes, ducts, conduits, wires
2 and all other utility installation of the building, wherever
3 located, except the outlets thereof when located within the
4 Condominium Units. The Association shall further be empowered
5 with the right and duty to periodically inspect all Common
6 Areas in order that minimum standards of repair, design, color
7 and landscaping shall be maintained for appearance, harmony
8 and conservation within the entire project. The Board shall be
9 the sole judge as to the appropriate maintenance of the Common
10 Areas.

11 Section 3. GENERAL MAINTENANCE. In the event that
12 the Association determines that an improvement of the Common
13 Area is in need of repair, restoration or painting, or that
14 the landscaping is in need of installation, repair, or
15 restoration, the Association shall undertake to remedy such
16 condition and the cost thereof shall be charged to the Owners
17 and shall be subject to levy, enforcement and collection by
18 the Association in accordance with the assessment lien
19 procedure provided for in this Declaration. The Association
20 shall have a limited right of entry in and upon all Common
21 Areas as defined above and the exterior of all Condominium
22 Storage Units for the purpose of taking whatever corrective
23 action may be deemed necessary or proper by the Association.
24 Nothing in this Article shall in any manner limit the right of
25 the Owner to exclusive control over the interior of his Unit.
km Provided, however, that the Owner shall grant the right of
entry therein to the Association or any other person or other

1 Owner or Owners, or their authorized representatives, in case
2 of any emergency originating in or threatening his Unit
3 whether the owner is present or not, when so required to enter
4 his Unit for the purpose of performing installation,
5 alterations or repair to the mechanical or electrical
6 services, including water, and other utility services,
7 provided that reasonable requests for entry are made
8 and that such entry is at a time reasonably convenient to the
9 Owner whose Unit is to be entered. In case of an emergency
10 such right of entry shall be immediate without the necessity
11 for a request having to be made.

12 Section 4. REPAIR NECESSITATED BY OWNER. In the
13 event that the Association determines that the Common Areas
14 are in need of improvement, repair, restoration or painting,
15 or that the landscaping is in need of installation, repair, or
16 restoration which has been caused by an Owner, or any person
17 designated by the Owner, then the Association shall give
18 written notice of the Owner of the conditions complained of.
19 Unless the Board has approved in writing corrective plans
20 proposed by the Owner to remedy the condition complained of
21 within such reasonable period of time as may be determined by
22 the Board after said written notice is first given, and such
23 corrective work so approved is completed thereafter within the
24 time allotted by the Board, the Association shall undertake to
25 remedy such condition or violation complained of. The cost
km thereof shall be deemed to be an assessment to such Owner and
his Unit and subject to levy, enforcement and collection

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1 provided for herein or in the Articles or Bylaws. The
2 Association shall have the same right of entry in and upon all
3 Common Areas and Units as defined. The Board shall have the
4 sole right to determine whether any such costs expended by the
5 Association were related to general maintenance or were
6 repairs necessitated by an Owner, and the determination of
7 same shall be binding and final as to an Owner.
8

9 **ARTICLE X**

10 **EASEMENTS**

11 Section 1. GENERAL EASEMENTS TO COMMON ELEMENTS.

12 Subject to this Declaration and the Association Rules, non-
13 exclusive reciprocal easements are hereby reserved and created
14 for the purpose of support, ingress and egress, access, use
15 and enjoyment in favor of each Owner, upon, across, over,
16 under and through the Common Elements, including the use of
17 all pipes, wires, ducts, cables, conduits, and public utility
18 lines, which easements shall be appurtenant to each
19 Condominium Unit. The Association, acting through the Board
20 or its authorized agent, and public utility companies
21 providing service to the Property, shall have non-exclusive
22 easements with the right of access to each Unit to make
23 inspections, to remove violations, to maintain, repair,
24 replace or effectuate the restoration of the Common Elements
25 accessible in such Unit; provided, however, such rights shall
be exercised in a reasonable manner and at reasonable times

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1 with prior notification unless emergency situations demand
2 immediate access.

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

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

20 Section 4. DEVELOPMENT EASEMENTS FOR DECLARANT.
21 Until all Units have been sold by Declarant, there are hereby
22 reserved to Declarant, together with the right to grant and
23 transfer the same to others, including Declarant's sales
24 agents, representatives and assigns, easements and rights
25 upon, across, over, under and through the Property for
km construction, display (including the use of the Condominium
Storage Units as models), maintenance, sales and exhibit

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1 purposes (including the use of signs and other advertising
2 devices) in connection with the erection and sale or lease of
3 Condominium Units within the Property; provided, however, that
4 no such use by Declarant or its agents shall otherwise
5 restrict Owners in the reasonable use of their Units.
6

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8 **ARTICLE XI**

9 **DECLARANT'S RIGHTS AND RESERVATIONS**

10 Section 1. Authority to Construct and Sell Units.

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

14 Section 2. Right to Assign. The rights of

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

19 Section 3. Irrevocable Power of Attorney. Each

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

25 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

1 or enjoyment, in order to show the Property to its prospective
2 purchasers and dispose of the Project as provided herein.
3 Declarant, its successors and tenants, shall also be entitled
4 to the nonexclusive use of any portions of the Project which
5 comprise drives and walkways for the purpose of ingress,
6 egress and accommodating vehicular and pedestrian traffic to
7 and from the Property.

8 Section 5. Additional Declarant Rights and
9 Reservations. In addition to the rights set forth in Sections
10 1 through 4 of this Article, Declarant has other and
11 additional rights and reservations set forth in various other
12 Sections of this Declaration.

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

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

22 (b) Create easements, Units, Common Elements
23 or Limited Common Elements within the Project in conjunction
24 with Declarant's exercise of rights under Section 8 of this
25 Article.

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(c) Subdivide Units, convert Units into
Common Elements or convert Common Elements into Units within

1 the Project in conjunction with Declarant's exercise of rights
2 under Section 8 of this Article.

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

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

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

19 Section 7. Legal Description of Real Property
20 Subject to Declarant's Development Rights. The legal
21 description of the Property to which these development rights
22 apply is set forth in Exhibit "A" attached hereto and
23 incorporated herein by reference. The maximum number of Units
24 which may be constructed is One Hundred Fifty Eight (158) plus
25 two restrooms, a storage room and a security room.

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Section 8. Exercise of Declarant's Development
Rights. Prior to exercising any development right, the

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

15
16 **ARTICLE XII**

17 **USE RESTRICTIONS**

18 Section 1. STORAGE USE. A Condominium Storage Unit
19 shall be used, improved, and devoted exclusively to storage
20 uses and/or private workshops. No activity, except passive
21 storage and a private work shop shall be allowed. No
22 Condominium Storage Unit shall be used for purposes of
23 manufacture, fabrication, sales (whether at wholesale or
24 resale) or any other form of business, industrial or
25 construction use. No Unit shall be allowed to be used, at
km anytime, for living quarters or any residential use.

Notwithstanding the foregoing, however, the restrooms,

1 security room and storage room may be used for any ordinary
2 use, whether or not that use is related to the project,
3 provided any such use shall not interfere with the free use of
4 the Storage Units. Only the management agent, if any, and
5 members of the Board of Directors shall be able to access and
6 use the security room.

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

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

25 Section 4. UTILITY SERVICE. No lines, wire, or
other devices for the communication or transmission of
electric current or power, including telephone, television,

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

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

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

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

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

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

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

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

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

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

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

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

9 Section 13. RENTING. Subject to the foregoing
10 obligations, the Owners of the Units shall have the right to
11 lease same provided that said lease is made subject to the
12 covenants and restrictions contained in this Declaration and
13 further subject to the Bylaws and Association rules. Each
14 Owner shall be responsible for compliance by said Owner's
15 agent, tenant, guest, invitee, lessee, licensee, their
16 respective servants and employees with the provisions of said
17 Declaration, Bylaws and Association rules. The Owner's
18 failure to so ensure compliance by such persons shall be
19 grounds for the same action available to the Board by reason
20 of said Owner's own non-compliance.

21 Section 14. NOISE. No Owner, his agents, tenants,
22 employees or visitors shall be allowed to make or cause
23 improper noises in the building or common areas, nor in anyway
24 interfere with the use and enjoyment of other Units by other
25 Owners.

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26 Section 15. EXPLOSIVES AND FLAMMABLE ITEMS. No
27 Condominium Storage Unit shall be allowed to be used for

1 storage of any explosive or flammable substances, except as to
2 petroleum products (gasoline or diesel) which might be located
3 in fuel tanks of motor vehicles or boats incidental to their
4 use. No other petroleum products shall be allowed to be
5 stored on the premises except as contained in legally
6 authorized and approved containers not to exceed 5 gallons per
7 Unit. No explosive devices of any nature whatsoever may be
8 stored within any Unit.

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

14 Section 17. FIRE HAZARDS. No Owner shall occupy,
15 use or store any materials in any Unit, nor permit any Unit to
16 be occupied or used for any purpose which would increase the
17 premium for fire insurance on the common areas over the normal
18 rates applicable to mini storage facilities. Upon notice that
19 any such activity is or has been taking place, or that any
20 such materials have been, are or will be stored upon said
21 premises, the Owner of the respective Unit(s) shall
22 immediately cause same to be removed.

23 Section 18. COMPLIANCE WITH LAW. Except for the
24 restroom, security room and storage room, each Unit shall be
25 used and occupied solely for storage purposes. No Unit shall
km be used for any purpose in violation of any state, federal or
local statute or ordinance or of any regulation, order, or

1 directive of a governmental agent as such statutes,
2 ordinances, regulations, orders or directives now exist or may
3 hereafter provide concerning the use and safety of the Unit
4 and common areas. On the breach of any provision hereof by
5 any Owner, the Association may, at its option, order such use
6 to terminate, and that failing, enter upon the premises of the
7 Unit and terminate such use.

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

- 12 (a) Such signs as may be required by legal
13 proceedings;
- 14 (b) Such signs the nature, number and location of
15 which have been approved by the Board in
16 advance.

17 Section 20. RULES AND REGULATIONS. The Association
18 shall have the power to make and adopt reasonable Association
19 rules with respect to activities which may be conducted on any
20 part of the Property. The Board's determination as to whether
21 a particular activity being conducted or to be conducted
22 violates or will violate such Association rules shall be
23 conclusive unless, at a regular or special meeting of the
24 Association, Owners representing a majority or the voting
25 power of the Association vote to the contrary.

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ARTICLE XIII

INSURANCE

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

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

Section 3. COMPREHENSIVE PUBLIC LIABILITY INSURANCE. The Board shall obtain comprehensive general liability insurance insuring the Association, the Declarant, the agents and employees of the Association and the Declarant, the Owners and Occupants and the respective family members, guests and invitees of the Owners and Occupants, against liability incident to the ownership or use of the Common Elements. The limits of such insurance shall not be less than \$1,000,000.00 covering all claims for death of or injury to

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1 any one person and/or property damage in any single
2 occurrence. Such insurance shall also include protection
3 against water damage liability, liability for non-owned and
4 hired automobiles, and liability for the property of others.
5 Such insurance must provide that, despite any provisions
6 giving the carrier the right to elect to restore damage in
7 lieu of a cash settlement, such option shall not be
8 exercisable without the approval of the Association. The
9 Board shall adjust the amount of the insurance carried under
10 this Section from time to time.

11 Section 4. WORKMEN'S COMPENSATION INSURANCE. In
12 the event the Association has employees, the Board shall
13 purchase and maintain in effect Workmen's Compensation
14 Insurance for all employees of the Association to the extent
15 that such insurance is required by law.

16 Section 5. PREMIUMS. Premiums upon insurance
17 policies purchased by the Board on behalf of the Association
18 shall be paid by the Association as part of the Common
19 Expenses.

20 Section 6. POLICY PROVISIONS.

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

25 (b) The named insured under any policy of
km insurance shall be the Association, as trustee for the Owners,
or its authorized representative, including any trustee with

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1 which the Association may enter into any Insurance Trust
2 Agreement, or any successor trustee, each of which shall be
3 referred to as the "Insurance Trustee" who shall have
4 exclusive authority to negotiate losses under the policies.

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

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

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

17 (f) All policies must contain a waiver of
18 subrogation by the insurer as to any and all claims against
19 the Association, Owners, Occupants and their respective agents
20 and employees, and any defenses based on co-insurance or on
21 invalidity arising from acts of the insured.

22 Section 7. SUPPLEMENTAL INSURANCE. The Board may
23 obtain such other policies of insurance in the name of the
24 Association as the Board deems appropriate to protect the
25 Association and Owners, including, without limitation, errors
and omissions insurance for officers and directors of the
Association. Notwithstanding any other provision herein, the

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1 Association shall continuously maintain in effect such
2 casualty, flood and liability insurance.

3 Section 8. INSURANCE OBTAINED BY OWNERS/NON-
4 LIABILITY OF ASSOCIATION. An Owner or Occupant shall be
5 permitted to insure his personal property against loss by fire
6 or other casualty and may carry public liability insurance
7 covering his individual liability for damage to persons or
8 property occurring inside his Unit. An Owner may carry
9 additional hazard insurance covering his Unit and improvements
10 as well as additional liability insurance covering exposure
11 from the ownership or use of the Common Elements.

12 Notwithstanding the obligation of the Association to obtain
13 insurance coverage as stated in this Declaration, neither the
14 Declarant nor the Association, or their respective officers,
15 directors, employees and against, shall be liable to any Unit
16 Owner or any other party if any risks or hazards are not
17 covered by the insurance to be maintained by the Association
18 or the amount of the insurance is not adequate, and it shall
19 be the responsibility of each Unit Owner to ascertain the
20 coverage and protection afforded by the Association's
21 insurance and to procure and pay for any additional insurance
22 coverage and protection that the Unit Owner may desire. Unless
23 otherwise changed by a vote of the Unit Owners, the
24 Association's insurance shall not insure any contents within a
25 Unit.

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ARTICLE XIV

DESTRUCTION OF IMPROVEMENTS

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

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

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

(c) If the Board determines: (i) that insurance proceeds will cover eighty-five percent (85%) or more of the estimated cost of reconstruction, or (ii) that available insurance proceeds together with available reserves and/or a special Assessment equal to Twenty-five (25%) or less of the then aggregate annual regular Assessments for all Condominium Storage Units will completely cover the estimated cost of reconstruction, then the Board shall cause notice to be sent to all Owners setting forth such findings and informing said Owners and Lenders that the Board intends to commence reconstruction pursuant to this Declaration. In the event that at least twenty-five percent (25%) of the Owners based on one

(1) vote for each Unit, object in writing to such reconstruction as indicated in such notice, the Board shall

1 call a special meeting of the Owners pursuant to Section 2.
2 In the event that the foregoing requirements are satisfied and
3 the satisfied and requisite numbers of Owners do not object in
4 writing to such reconstruction, the Board shall cause
5 reconstruction to take place as promptly as practicable
6 thereafter. In connection with such reconstruction, the Board
7 shall levy a uniform special Assessment against each Owner at
8 such time and in such amount as the Board shall determine is
9 necessary to cover the costs of reconstruction in excess of
10 insurance proceeds and available reserves.

11 (d) If the Board in good faith determines that none
12 of the bids submitted under this Section reasonably reflects
13 the anticipated reconstruction costs, the Board shall continue
14 to attempt to obtain an additional bid which it determines
15 reasonably reflects such costs. Such determination shall be
16 made by the Board as soon as possible. However, if such
17 determination cannot be made within Ninety (90) days after the
18 date of such destruction because of the unavailability or
19 unacceptability of an insurance estimates or reconstruction
20 bid, or otherwise, the Board shall immediately call a meeting
21 of the affected Owners pursuant to Section 2.

22 (e) If the Board determines that any Unit has
23 become unusable by reason of its total or partial destruction,
24 Assessments may abate against the Owner thereof until the
25 Board determines that usability has been restored. However,
km if the Board determines that such abatement would adversely
and substantially affect the management, maintenance and

1 operation of the Property, it may elect to disallow such
2 abatement.

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

18 Section 3. PROCEDURE FOR MINOR RECONSTRUCTION. If
19 the cost of reconstruction is equal to or less than Ten
20 percent (10%) of the face amount of insurance then carried
21 under the Association's hazard insurance policy, then the
22 Board shall contract with a licensed contractor or
23 contractors to rebuild or repair such damaged or destroyed
24 portions of the Property in conformance with the original
25 plans and specifications, or if the Board determines that
adherence to such original plans and specifications is
impracticable or is not in conformance with applicable laws,

1 ordinances, building codes, or other governmental rules or
2 regulations then in effect, then such repairs or rebuilding
3 shall be of a kind and quality substantially equivalent to the
4 original construction of such improvements.

5 Section 4. PROCEDURE FOR MAJOR RECONSTRUCTION. If
6 the cost of reconstruction is greater than Ten percent (10%)
7 of the face amount of insurance then carried under the
8 Association's hazard insurance policy, all insurance proceeds,
9 together with such amounts from available reserves or special
10 Assessments as are needed to complete the cost of
11 reconstruction, shall be paid directly to a bank or savings
12 and loan association located in Mohave County, Arizona, whose
13 accounts are insured by the Federal Deposit Insurance
14 Corporation or the Federal Savings and Loan Insurance
15 Corporation, or the successor to either agency, as designated
16 by the Board, as trustee (hereinafter called the "Insurance
17 Trustee") for all Owners and Lenders. Such proceeds shall be
18 received, held and administered consistent with the provisions
19 of this Declaration. Disbursement of such funds shall be made
20 only upon the signatures of two members of the Board. As soon
21 as practicable after notification of the receipt of insurance
22 proceeds, the Board shall enter into a contract with a
23 licensed contractor or contractors for the repair or
24 rebuilding of all of the damaged or destroyed Units and Common
25 Elements according to the original plans and specifications of
said improvements or, if the Board determines that adherence
to such original plans and specifications is impracticable or

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1 not in conformity with applicable statutes, ordinances,
2 building codes, or other governmental rules and regulations
3 then in effect, then of a quality and kind substantially
4 equivalent to the original, construction of such improvements.
5 The contract with such licensed contractor or contractors
6 shall provide for payment to the contractor or contractors of
7 a specified sum for performance and execution of the work
8 therein described, and shall have provisions for periodic
9 disbursement of funds, which shall be consistent with
10 procedures then followed by prudent lending institutions doing
11 business in Mohave County, Arizona. The Board may employ a
12 licensed architect to supervise the repair and rebuilding to
13 ensure that all work, services and supplies are in conformity
14 with the requirements of the construction contract.

15 Section 5. TERMINATION. If Seventy-five percent
16 (75%) or more of the Owners elect not to proceed with the
17 reconstruction at the special meeting held pursuant to Section
18 2, the Board shall divide the insurance proceeds and then
19 available reserves into as many shares as there are then
20 Units, said shares to be in the same proportion as the Owner's
21 respective percentage interest in the Common Elements. If
22 there are mortgages, deeds of trust, or other encumbrances
23 remaining against any of the Condominium Units after
24 disbursement by the Board of the proportionate share of
25 insurance proceeds and available reserves, and such
km deficiencies are not paid by the respective Owner or Owners,
the holders of any such mortgage, deed of trust, or other

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1 Law or in equity, all restrictions, conditions, covenants,
2 reservations, liens and charges now or hereafter imposed by
3 the provisions of this Declaration. Failure by the
4 Association or by any Owner to enforce any covenant or
5 restriction herein contained shall in no event be deemed a
6 waiver of the right to do so thereafter.

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

11 Section 3. COVENANTS TO RUN WITH THE LAND; TERM;
12 AMENDMENT. The covenants and restrictions of this Declaration
13 shall run with and bind the Condominium Units and Common
14 Areas, for the term of Twenty (20) years from the date this
15 Declaration is recorded, after which time they shall be
16 automatically extended for successive periods of Ten (10)
17 years. Except in cases of amendments that may be executed by
18 the Declarant in the exercise of its Development Rights under
19 this Declaration or under §33-1220 of the Condominium Act, by
20 the Association under §§ 33-1206 or 33-1216(D) of the
21 Condominium Act, or by certain Unit Owners under §§ 33-
22 1218(B), 33-1222, 33-1223 or 33-1228(B) of the Condominium
23 Act, and except to the extent permitted or required by other
24 provisions of the Condominium Act, the Declaration, including
25 the Plat, may be amended by vote of the Unit Owners to which
at least sixty-seven percent (67%) of the votes in the
Association are allocated, at any time during the initial term

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1 hereof or any renewal term and without regard to whether such
2 amendment has uniform application to the Units or the
3 Condominium as a whole.

4 Any amendment adopted by the Unit Owners as provided
5 herein shall be signed by the President or Vice-President of
6 the Association and shall be recorded in the Official Records
7 of the Mohave County, Arizona Recorder. Any such amendment
8 shall certify that the amendment has been approved as required
9 by this section. Any amendment made by the Declarant pursuant
10 to this Declaration of the Condominium Act shall be executed
11 by the Declarant and shall be recorded in the Official Records
12 of the Mohave County, Arizona Recorder.

13 Section 4. VIOLATION OF LAW. Any violation of any
14 state, municipal or local law, ordinance or regulation,
15 pertaining to the ownership, occupation or use of any property
16 is hereby declared to be a violation of this Declaration and
17 subject to any and all of the enforcement procedures set forth
18 herein.

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

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Section 6. GENDER AND NUMBER. Whenever the context
of this Declaration requires, the singular shall include the

1 plural, and vice versa, and the masculine shall include the
2 feminine and the neuter, and vice versa.

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

14 Section 8. ATTORNEY'S FEES. In the event any action
15 is instituted to enforce any of the provisions contained in
16 this Declaration, the Bylaws, or Association Rules, the party
17 prevailing in such action shall be entitled to recover from
18 the other party thereto as part of the judgment reasonable
19 attorney's fees and costs of suit.

20 Section 9. NOTICES. Any notice to be given to an
21 Owner or the Association under the provisions of this
22 Declaration, shall be in writing.

23 Section 10. EFFECT OF DECLARATION. This
24 Declaration is made for the purpose set forth in the recitals
25 in this Declaration and Declarant makes no warranties or
representations, express or implied, as to the binding effect
or enforceability of all or any portion of this Declaration,

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1 or as to the compliance of any of these provision with public
2 laws, ordinances, regulations and the like applicable thereto.
3 Declarant shall have no liability whatsoever if any of the
4 provisions of this Declaration, the Bylaws or Association
5 Rules are determined to be unenforceable in whole or in part
6 or under certain circumstances.

7 Section 11. PERSONAL COVENANT. To the extent the
8 acceptance of a conveyance of a Unit creates a personal
9 covenant between the Owner of such Unit and Declarant, other
10 Owners, or the Association, such personal covenant shall
11 terminate and be of no further force or effect from and after
12 the date when a Person ceases to be an Owner except to the
13 extent this Declaration provides for personal liability with
14 respect to the Assessments incurred during the period a Person
15 is an Owner.

16 Section 12. NONLIABILITY OF OFFICIALS. To the
17 fullest extent permitted by law, neither the Board nor any
18 officer of the Association shall be liable to any Owner or the
19 Association for any damage, loss, or prejudice suffered or
20 claimed on account of any decision, approval or disapproval,
21 course of action, act, omission error, or negligence if such
22 Board member or officer acted in good faith within the scope
23 of his or their duties.

24 Section 13. UNSEGREGATED REAL PROPERTY TAXES.
25 Declarant anticipates that each Unit will have its own
km assessor parcel number issued by Mohave County for purposes of
real property taxes which shall be the responsibility of the

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

16 Section 14. USE OF FUNDS COLLECTED BY THE
17 ASSOCIATION. All funds collected by the Association,
18 including Assessments and contributions to the Association
19 paid by Owners, if any, shall be held by the Association in a
20 fiduciary capacity to be expended in their entirety for non-
21 profit purposes of the Association in managing, maintaining,
22 caring for, and preserving the Common Elements and for other
23 permitted purposes as set forth in this Declaration. No part
24 of said funds shall inure to the benefit of any Owner (other
25 than as a result of the Association managing, maintaining,
caring for, and preserving the Common Elements and other than

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1 as a result of expenditures made for other permitted purposes
2 as set forth in this Declaration).

3 Section 15. NOTIFICATION OF SALE AND TRANSFER FEE.

4 Concurrently with the consummation of the sale or other
5 transfer of any Condominium Unit, or within Fourteen (14) days
6 after the date of such transfer, any transferee shall notify
7 the Association in writing of such transfer and shall
8 accompany such written notice with a non-refundable transfer
9 fee to cover Association documentation and processing. The
10 transfer fee shall be equal to twice the then current regular
11 monthly Assessment. The written notice shall set forth the
12 name of the transferee and his transferor, the unit number of
13 the Condominium Unit purchased or acquired by the transferee,
14 the transferee's mailing address, the date of the sale or
15 transfer, and the name and address of the transferee's Lender,
16 if any. Prior to the receipt of such written-notice, all
17 notices required or permitted to be given by the Association
18 to the Owner shall be deemed to be duly made or given to the
19 transferee if duly and timely made and given to the
20 transferee's predecessor in interest. The transfer fee shall
21 be the personal obligation of the new Owner and shall be
22 secured by the lien. Notwithstanding the other provisions
23 hereof, this Section shall not apply to a Lender who becomes
24 an Owner by a foreclosure proceeding or any deed of assignment
25 in lieu of foreclosure.

Section 16. EMERGENCY VEHICLES AND PERSONNEL.

Emergency vehicles and/or personnel shall have the right to

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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.

DAVE'S BOAT & RV STORAGE, LLC
an Arizona Corporation

By *[Signature]*
DAVE HAUCK, Manager

STATE OF Arizona
COUNTY OF Mohave SS:

Before me this 28 day of June, 2023,
personally appeared DAVE HAUCK who acknowledged himself to be the Manager of DAVE'S BOAT & RV STORAGE, LLC, 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 Limited Liability Company as Declarant, by himself as such Manager.


Kelly Davis
Notary Public
Mohave County, Arizona
My Comm. Expires 03-21-25
Commission No. 601158

[Signature]
Notary Public

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EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOHAVE, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Lots 9, 10 and 11, ARIZONA GATEWAY, TRACT 3808-B, according to the plat of record in the Office of the County Recorder of Mohave County, Arizona, recorded October 1, 2008 at Fee No. 2008-065263.

Units A1-A14, Inclusive; Units B1-B25 Inclusive; Units C1-C46, Inclusive; Units D1-D35, Inclusive; Units E1-E3, Inclusive; Units F1-F35, Inclusive, Common Elements "1", "2" and "3" ^{APR 11 2008} Dave's Boat & RV Storage, according to the plat thereof recorded ^{JUNE 28 2013} at Fee No. 2023028546 in the Office of the County Recorder of Mohave County, Arizona.

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When Recorded Return to:

Kenneth E. Moyer
LAW OFFICE OF KENNETH E. MOYER, PLLC
1845 McCulloch Blvd., Suite A-10
Lake Havasu City, AZ 86403

**AMENDMENT TO DECLARATION OF
COVENTANTS, CONDITIONS AND
RESTRICTIONS FOR DAVE'S BOAT & RV STORAGE
CONDOMINIUMS**

This amendment to Declaration of Covenants, Conditions and Restrictions for Dave's Boat & RV Storage Condominiums ("Amendment") is made this ___ day of _____, 2023 by Dave's Boat & RV Storage, LLC, an Arizona limited liability company being the Declarant of the Declaration of Covenants, Conditions and Restrictions recorded June 28, 2023 at Fee# 2023029597 ("Declaration").

The Declarant desires to amend the Declaration. It is the intent and purpose of this Amendment to the Declaration to amend Article VI, Section 2(a) of the Declaration to change the reserve contribution fee from \$1,000.00 to \$250.00.

Pursuant to, Article XI, Section 6(e) of the Declaration, the Declarant has the right to amend the Declaration during the period of Declarant Control.

Except as expressly amended herein, all other provisions and conditions of the Declaration, as amended from time to time, shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed by the undersigned who is the Declarant in the Declaration during the period of Declarant Control.

Dave's Boat & RV Storage, LLC, an Arizona limited liability company

By: _____
Dave Hauck, Manager

STATE OF _____)

COUNTY OF _____) SS:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2023,
by Dave Hauck, Manager of Dave's Boat & RV Storage, LLC, an Arizona limited liability company.

Notary Public