

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR  
COUNTRY ROADS RV VILLAGE**

**THIS AMENDED AND RESTATED DECLARATION OF CONDITIONS AND RESTRICTIONS (“Restated Declaration”) is made and entered into as of the 9<sup>th</sup> day of January, 2007.**

**RECITALS**

**WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Country Roads RV Village (the “Declaration”) was recorded in Docket 1390 at page 655 of the official records of Yuma County, Arizona, on June 26, 1984, with respect to the parcel of land described on Exhibit “A” hereto (the “Parcel”); and**

**WHEREAS, the Declaration has subsequently been amended several times to reflect actual conditions and operations of the Parcel including, but not limited to, its operation as an “adult” RV park with minimum age limits for occupancy; and**

**WHEREAS, additional amendments to the Declaration are now necessary or desirable to comply with applicable requirements of governmental authorities including, but not limited to, the 1988 amendments to the federal Fair Housing Act; and**

**WHEREAS, it would be convenient to incorporate all changes to the Declaration in a single document; and**

**WHEREAS, the Owners and Declarant (as hereinafter defined) desire to set forth and reflect in the public record a policy of providing housing opportunities for persons over 55 years of age; and**

**WHEREAS, the Declaration authorizes amendments by the Owners of Lots and the required percentage of Owners approve the amendments being made herein; and**

**WHEREAS, the Parcel, together with all buildings, improvements and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto (all of which comprise a part of the “Property”) have been submitted to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights contained in the Declaration; and**

**WHEREAS, covenants, conditions and restriction were established upon the Property; and each and every portion thereof by the Declaration, to be mutually beneficial restrictions and obligations with respect to the proper use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and enhancing the quality of life within the Property; and**

**WHEREAS, an owners association has been created to which has been delegated and assigned the powers of managing, maintaining and administering the common areas within the Property and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessments and charges created in the Declaration and performing such other acts as are provided in the Declaration or which generally benefits its members, the Property, and the owners of any interests therein; and**

**WHEREAS, country Roads RV Village Property Owners Association, a nonprofit corporation, has been incorporated under the laws of the State of Arizona for the purpose of exercising such powers and functions; and**

**WHEREAS, the owners, mortgagees, beneficiaries, and trustees under trust deeds, occupants and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights set forth in the Declaration, all of which are declared to be in furtherance of a plan to promote and protect the Property;**

**NOW, THEREFORE, the Declaration is hereby amended and restated. The Property shall hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights hereinafter set forth, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title or interest in or to the Property, or any part thereof, and shall inure to the benefit of each owner thereof, the Association and each member of the Association.**

## **ARTICLE I Definitions**

**Section 1. “Articles” means the Articles of Incorporation of Association filed in the office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.**

**Section 2. “Assessments” means the following:**

**A. “Regular Assessment” means the amount which is to be paid by each Owner as such Owner’s Proportionate Share of the Common Expenses of the Association, as provided in Article VII.**

**B. “Special Assessment” means a charge against a particular Owner and the Owner’s Lot, directly attributable to such Owner or Lot, to reimburse the Association for costs incurred in bringing the Owner or the Lot into compliance with the provisions of this Restated Declaration, the Articles, Bylaws and Association Rules or any other charge designated as a Special Assessment in this Restated Declaration, the Articles, Bylaws or Association Rules, together with attorneys’ fees and other charges payable by such Owner pursuant to the provisions of this Restated Declaration.**

C. **“Reconstruction Assessment”** means the amount which is to be paid by each Owner representing such Owner’s Proportionate Share of the cost to the Association for reconstruction of any portion of the Common Areas, as provided in Article XI, Section 5.

D. **“Capital Improvement Assessment”** means the amount which is to be paid by each Owner representing such Owner’s Proportionate Share of the cost to the Association for the installation or construction of any capital improvements on any of the Common Areas which the Association may from time to time authorize pursuant to the provisions of Article VII, Section 5.

Section 3. **“Association”** means the Country Roads RV Village Property Owners Association, an Arizona nonprofit corporation, its successors and assigns.

Section 4. **“Association Rules”** means the rules adopted by the Board, as such rules may be amended from time to time.

Section 5. **“Board”** means the Board of Directors of the Association.

Section 6. **“Bylaws”** means the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 7. **“Common Area(s)”** means that portion of the Property, together with the Improvements constructed thereon, which is not part of any Lot and which has not been dedicated as a public street including, but not limited to, the Private Streets, swimming pool(s), and other common facilities, as such may actually be constructed within the Property.

Section 8. **“Common Expenses”** means the actual and estimated expenses or other obligations incurred by the Association in performing its functions hereunder including, but not limited to, owning, operating, maintaining and repairing the Common Areas.

Section 9. **“Declarant”** means Country Roads RV Village Limited Partnership, an Arizona limited partnership, its successors and assigns.

Section 10. **“Improvement”** means any buildings, roads, roadways, parking areas, lighting fixtures, fences, walls, hedges, plantings, planted trees and shrubs, golf course, tennis courts, sewage treatment plant, swimming pools and all other structures or landscaping of every type and kind.

Section 11. **“Lease”** means any agreement for occupancy of a Lot, regardless of whether such agreement includes compensation in return for the authorized use of a Lot and any Travel Trailer thereon. All Leases shall be for the use of the entire Lot; it being expressly prohibited to Lease any portion less than the entire Lot. Further, a Lot may be Leased only to a Single Family. All Leases shall be written. No Lot may be occupied under a Lease without prior written notice to the Board setting forth the name of the Occupant, other persons who will occupy the Lot with the Occupant and a copy of the executed Lease.

Section 12. “Lot” means the separately designated and described parcels of land shown on the Plat, together with the Improvements constructed thereon, which, are to be sold and used for residential purposes.

Section 13. At the Annual meeting of Owners, “Majority of Owners” means the Owners collectively holding more than fifty percent (50%) of the total votes cast with respect to a given matter, or issue at the annual meeting, or percentage of Owners means the Owners holding that fraction or percentage of the total votes cast with respect to a given matter or issue. At other times the “Majority of Owners” means the Owners holding more than 50% of the total votes entitled to be cast with respect to a given matter; and any specified fraction or percentage of the Owners means the Owners holding that fraction or percentage of the total votes entitled to be cast with respect to a given matter. A specified fraction or percentage “of all of the Owners” means that fraction or percentage of the total votes of all Owners. Unless otherwise specified, any provision herein requiring the approval of the Owners means the approval of a Majority of Owners.

Section 14. “Member” means any person who is a member of the Association.

Section 15. “Mortgage” means any recorded, filed or otherwise perfected instrument pertaining to all or any portion of the Property (which is not a fraudulent conveyance under Arizona law), given in good faith and for valuable consideration as security for the performance of an obligation including, but not limited to, deeds of trust, but shall not include any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code. “Mortgagee” means the holder of a note secured by a Mortgage, including the trustee and beneficiary under any deed of trust. “Mortgagor” means the party executing a Mortgage as obligor. “First Mortgage” means a Mortgage which is the first and most senior of all Mortgages upon the same property. “First Mortgagee” means the holder of the note secured by the First Mortgage. “Servicer” means any entity authorized by a Mortgagee to service a Mortgage.

Section 16. “Occupant” means a person or persons, other than an Owner, in rightful possession of a Lot.

Section 17. “Owner” means the record owner, whether one or more persons or entities, of fee simple title to any Lot, whether or not subject to any Mortgage, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. If fee simple title to a Lot is vested of record in a trustee pursuant to Arizona Revised Statutes, Section 33-801 et seq., fee simple title shall be deemed to be in the trustor. If fee simple title to a Lot is vested of record in a trustee pursuant to a single beneficiary trust or similar arrangement, title shall be deemed to be in the beneficiary.

Section 18. “Parcel” means the parcel of real estate hereinabove described which was initially subjected to the Declaration.

Section 19. “Person” means an individual, corporation, partnership, trustee or other entity capable of holding title to real property.

Section 20. “Plat” means the plat or plats of subdivision of the Property, and of easements and dedications, recorded in the official records of Yuma County, Arizona, as from time to time amended. Although the initially recorded plat may include real property in addition to the Parcel, the platting of such additional Real Property shall not in any way be deemed to subject such property to this Restated Declaration nor shall Declarant be obligated to annex such property to the Property or to develop such property in any particular manner.

Section 21. “Private Roads” and “Private Streets” are synonymous and mean any street, roadway, drive, sidewalk, walkway, path or other right-of-way within the Property which has not expressly been dedicated to the public use. In the event that the Association elects to dedicate a Private Road to public use so that it becomes a public street and expenses must be incurred for the purpose of bringing such Private Road into conformance with specifications of governmental authorities, such expenses shall be considered costs of capital improvements and subject to the provisions contained in Article VII, Section 5 for Capital Improvement Assessments.

Section 22. “Property” means the Lots, the Common Areas, and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

Section 23. “Proportionate Share” means a fraction in which the numerator is one and time denominator is the total number of Lots included in the Property at the time of calculation. If an Owner owns more than one Lot, any reference to the Owner’s Proportionate Share shall be construed to mean a fraction calculated in accordance with the preceding sentence multiplied by the number of Lots owned.

Section 24. “Public Purchaser” means any Person who becomes an Owner of any Lot within the Property, except Declarant.

Section 25. “Restated Declaration” means this entire document, as the same may from time to time be amended.

Section 26. “Single Family” means a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

Section 27. “Travel Trailer” means motor homes, park models and other such types of recreational or camping vehicles containing less than 400 square feet as may be designated as “Travel Trailers” by the Board consistent with applicable provisions of law. The term “Travel Trailer” may include park model alternatives and multiple width manufactured homes. Dwelling houses are expressly excluded from the above definition of Travel Trailers.”

Section 28. “Visible From Neighboring Lot” means, with respect to any given object, that the object is or would be visible to a person having a height of six feet, standing on any part of a neighboring Lot or Common Area at an elevation no greater than the elevation of the base of the object being viewed.

Section 29. **“Sewer Hookup”** means, either a hookup to a septic system or hookup to an approved sewer system, which includes discharge into a sewer processing plant.

## ARTICLE II Property Rights

Section 1. **Owners’ Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area, for the purposes for which the Common Area is intended, which shall be appurtenant to and shall pass with the title to the Owner’s Lot, subject to the following provisions:

A. **Fees.** The Association shall have the right to charge reasonable fees for the use of any Improvement situated upon the Common Area.

B. **Suspension of Voting Rights.** The Association shall have the right to suspend the voting rights and right to use of the facilities by an Owner for any period during which any Assessment against his Lot remains unpaid or, following notice and a reasonable opportunity for a hearing, for any infraction of this Restated Declaration or the Association Rules the Board or any duly constituted committee of the Association or Board.

C. **Right of Public Dedication.** The Association shall have the right to dedicate, transfer or convey, all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners as hereinafter provided. No such dedication, transfer, or conveyance shall be effective unless an instrument, signed by Owners representing two-thirds of the Lots and agreeing to such dedication, transfer, or conveyance, has been recorded.

D. **Right of Declarant to the Common Area.** Declarant and its agents and representatives, in addition to the rights set forth elsewhere in this Restated Declaration, shall have the right to nonexclusive use, without charge, of the Common Area for construction and any purpose reasonably related to the development, sale and operation of the Property and exercise of rights hereunder.

Section 2. **Delegation of Use.** Any Owner or Occupant may delegate, in accordance with this Restated Declaration, his right of enjoyment to the Common Area to the members of his family, his tenants, lessees, quests, and invitees, provided such delegation is for a reasonable number of persons and at reasonable times as set forth in rules promulgated by the Association.

Section 3. **Owners’ Easement of Enjoyment Limitations.**

A. **Common Area Rights Non-Severable.** An Owner’s right and easement of enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from the Owner’s Lot and such right and easement of enjoyment in and to the Common Area shall be deemed to be conveyed, transferred, alienated or encumbered upon any conveyance or transfer of title, except as security, of any Owner’s Lot, notwithstanding that the description in the instrument of conveyance, transfer, alienation, or encumbrance may not refer to the Common Area as being in any manner transferred.

**B. No Division of Common Area.** The Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted.

**C. Use of Common Area.** Each Owner or Occupant of a Lot, and the invitees, tenants, agents and employees of such Owner or Occupant, may use the Common Area in common with the Owners, Occupants, invitees, tenants, agents and employees of the other Lots in accordance with the purposes for which it is intended without hindering or encroaching upon the lawful right of others.

**D. Non-Waiver of Assessment Liability.** No Owner will be exempted from liability for Assessments with respect to the Common Area by waiver of the right to use the Common Area or by abandonment of his Lot or otherwise.

**E. Forfeiture of Common Area Rights.** Any Owner who grants the exclusive use of his Lot to another shall forfeit his right to the use and enjoyment of the Common Area during the term of the Lease, unless the Owner owns another Lot or Lots which are not leased to another. The Owner's right to the use and enjoyment of the Common Area shall be deemed transferred to the Occupant for the term of the Lease.

**Section 4. Title to Common Area.** Title to the Common Area shall be held by the Association. When conveyed to the Association, title to the Common Area shall be free of all encumbrances except current real property taxes not yet due and payable and other easements, conditions, reservations and restrictions then of record.

### ARTICLE III

#### Property Subject to this Restated Declaration

The Property has been developed or will be developed into various Lots. Declarant intends to sell and convey Lots within the Property to Public Purchasers. This Restated Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of the Property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. All of this Restated Declaration shall run with all of the Property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners and their successors in interest.

### ARTICLE IV

#### Land Use Classifications, Permitted Uses and Restrictions

**Section 1. Permitted Uses and Restrictions – All Property.** The permitted uses, easements, and restrictions for all property covered by this Restated Declaration, shall be as follows:

**A. Use and Occupancy.** Lots shall be used solely for Travel Trailers, as defined in Article I, Section 27, it being the intention to exclude dwelling houses. Nothing herein shall be deemed to prevent the leasing of any Lot to a Single Family from time to time by the Owner thereof, subject to all of the provisions of this Restated Declaration. Lots owned by Declarant may be used for any purpose, including sales and constructions offices for the purpose of enabling Declarant to sell, develop and maintain Lots within the Property, until

such time as all of the Lots owned by Declarant have been sold to Public Purchasers. Only one Travel Trailer may be parked or maintained on any Lot at any one time. Except that one additional Travel Trailer may be parked on an owners Lot or (in the event it will not fit, on the street in front of said lot) for the purpose of loading and unloading. No Travel Trailers shall be parked or located on the Common Area or any roads or streets within the Property, except as above stated. No cars, motorcycles or other motor vehicles shall be parked or located on the Common Area or any roads or streets within the Property except in designated parking spaces or parking areas during the quiet hours as defined in the Association Rules and Regulations. Each Lot conveyed by Declarant has two parking spaces. At all times after a Lot has been conveyed by Declarant, the Lot shall continue to have two parking spaces.

B. Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any portion of the Property whether attached to a building or structure or otherwise, unless and except as approved in writing by the Board.

C. Utility Service. No lines, wires, or other devices for the communication, reception or transmission of electric current, power, or signals, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any portion of the Property, unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved in writing by the Board. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved in writing by the Board. No piping, conduits or other fluid transmission devices, including natural gas and water pipelines, shall be erected, placed or maintained anywhere in or upon any portion of the Property, unless the above conditions in this Subsection are satisfied.

D. Improvements and Alterations. No improvements, alterations, repairs, excavation or other work which in any way alters the appearance of any Lot or the Improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed or transferred to a Public Purchaser shall be made or done without the prior written approval of the Board, except as otherwise expressly provided in this Restated Declaration. No Improvement shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Board. No awnings or other structures shall be attached to any Travel Trailer without the prior written approval of the Board, unless expressly allowed under the Association Rules. The Board shall establish a procedure for the preparation, submission and determination of applications for any such alteration or improvement. The Board shall have the right to refuse to approve any plans or specifications or grading plan, which, in its opinion, are not suitable or desirable for aesthetic or other reasons. In passing upon such plans, specifications and grading plans, the Board may take into consideration the suitability of the proposed Improvement and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the effect of the Improvement as planned on the outlook from the adjacent or neighboring Lots or Common Area and such other matters as it may deem pertinent. All subsequent additions to or changes or alterations in any building, fence, wall or other structure,

including exterior color scheme and building materials, shall be subject to the prior approval of the Board. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Board. All decisions of the Board shall be final and no Owner or other parties shall have recourse against the Board or any of its members, for or with respect to any decisions made in good faith.

E. **Maintenance of Lawns and Plantings.** The Association shall maintain the lawns and plantings on the Common Area and, for this purpose, Declarant and the Association shall have the right, at any time, to plant, replace, maintain and cultivate landscaping, shrubs, trees, grass, and plantings on any Common Area. No owner shall remove, alter, injure or interfere in any way with any landscaping, shrubs, trees, grass or plantings placed upon any Common Area by Declarant or the Association without the written consent of the Association having first been obtained. The Association and its authorized agents shall have the right to enter upon any Lot at any reasonable time for the purpose of planting, replacing, maintaining or cultivating such landscaping, shrubs, trees, grass or plantings in the Common Area and shall not be liable for trespass for so doing.

F. **Landscaping of Lot.** Upon the initial sale of a Lot to a Public Purchaser, each such Owner shall choose a landscaping design for the Lot compatible with choices offered by the Association. The Owner shall thereafter maintain and repair such landscaping design or pay for same if the Owner chooses to use a maintenance service, if any, offered by the Association.

G. **Maintenance and Repair of Improvements and Travel Trailers.** All Travel Trailers shall be maintained in good condition. No Owner or Occupant shall allow any portion of a travel Trailer to become unsightly, fall into disrepair, become dangerous or otherwise create a displeasing appearance Visible from a Neighboring Lot. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any Lot.

H. **Trash Containers and Collection.** No garbage or trash shall be placed or kept on any portion of the Property except in covered containers of a type, size and style approved in writing by the Board or authorized by the Association Rules. Such containers belonging to Owners or Occupants shall be located only at the rear of the Owner's or Occupant's Travel Trailer so that the containers are not visible from a street whether private or public, except to make the containers available for trash collection. The Board shall have the right, in its sole discretion, to require all owners to subscribe to a trash service. Owners shall be responsible for removal of all rubbish, trash, or garbage from the Owner's Lot and such materials shall not be allowed to accumulate thereon. No incinerators shall be operated, kept or maintained on any portion of the Property without the prior written approval of the Board.

I. **Overhangs.** No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any Common Area or other Lot from ground level to a height of 12 feet, without the prior written approval of the Board.

J. **Right of Way.** During reasonable hours, Declarant, any member of the Board and any authorized representative of the Declarant or Board, shall have the right to enter upon and inspect any Lot and the Improvements thereon, except for the interior portions

of any Travel Trailer, for the purpose of ascertaining whether the provisions of this Restated Declaration have been or are being complied with. No persons acting within this right shall be deemed guilty of trespass by reason of such entry.

**K. Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of buildings, improvements or structures which are within the permitted uses of such Lots, and except that which Declarant or the Association may require for the operation, repair, improvements or maintenance of the Common Area.

**L. Restriction on Further Subdivision.** No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. This provision shall not, in any way, limit Declarant from subdividing or separating into smaller Lots or Parcels any property owned by Declarant.

**M. Signs.** No signs whatsoever shall be erected or maintained on any Lot so as to be Visible From Neighboring Lots, except such signs as may be approved in writing by the Board.

**N. Utility Easements.** There is hereby created a blanket easement upon, across, over and under all Lots for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, septic systems, gas, telephones, electricity, television cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on any portion of the Property and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of said Lot. Notwithstanding anything to the contrary contained in this Subsection, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on a Lot except as initially developed and approved by the Declarant or thereafter approved by the Board. This easement shall in no way affect any other recorded easements on a Lot.

**O. Animals.** No animals, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot covered by this Restated Declaration and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purpose. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained anywhere on a Lot, except behind a Travel Trailer so as not to be visible from a public or private street. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Subsection, a particular animal is a generally recognized house or yard pet, or a nuisance or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. All pets must be kept on a leash or otherwise confined when not within the Travel Trailer where their owner resides. Further, all pets must be accompanied by their owner

or an authorized person when not on the Owner's Lot, and in no instance shall a pet be leashed, restrained or otherwise confined to a portion of a Lot in such a way as to allow the Pet, because of the leash length or the manner of restraint or confinement, to travel off the Lot without accompaniment by their owner or an authorized person.

P. **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Common Area and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or Common Area or to any Occupant of a lot. No nuisance shall be permitted to exist or operate upon any Lot or Common Area so as to be offensive or detrimental to any other Lot or Common Area or to any Occupant of a lot. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot or Common Area. The Board in its sole discretion shall have the right to determine the existence of any such nuisance. No motorcycles or motor driven vehicles (except lawn maintenance equipment) shall be operated on any walkways or sidewalks within the Property.

Q. **Clothes Washing-Drying Facilities.** Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any portion of the Homeowners Lot. No washing machines shall be kept or maintained on any Lot until such time as a municipal sewer system is installed and approved by the Board of Directors.

R. **Mineral Exploration.** No portion of the Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

S. **Diseases and Insects.** Neither the Association nor any Owner shall permit any thing or condition to exist upon any portion of the Property which shall induce, breed or harbor infectious plant diseases or noxious insects.

T. **Drainage Easement.** There is hereby created a blanket easement for drainage of groundwater on, over and across the Property. No Owner shall obstruct, divert, alter or interfere in any way with the drainage of groundwater upon, across or over any portion of the Property. Each Owner shall at his own expense maintain the drainageways and channels on his Lot in proper condition free from obstruction.

U. **Governmental Requirements.** The Board shall ensure that the following provisions, required by interested governmental entities, will be enforced:

(1) **Sewer System.** The sanitary system for the Property shall be operated and maintained by the Association in accordance with applicable standards and procedures of governmental authorities. At such time as a municipal sewer system is installed, individual Homeowners will be responsible for repairs and service from the point of connection.

(2) **Water Supply.** The domestic water supply for the Property shall be operated and maintained in accordance with applicable standards and procedures of governmental authorities. The Property is located within Mesa Verde Improvement District Number 84-2. The City of Yuma, Arizona, is responsible for the adequate supply of water to the Property.

(3) **Fire Protection.** The fire protection system for the Property shall be operated and maintained in accordance with applicable standards and procedures of governmental authorities.

(4) **Water Retention Basins.** Water retention basins shall be maintained at designed depths and kept free of debris.

(5) **Roadways.** All roadways will be maintained consistent with applicable standards and procedures of governmental authorities.

(6) **Roadway Device Maintenance.** Traffic control devices and street lighting shall be installed and maintained in a safe and proper condition consistent with applicable standards and procedures of governmental authorities.

V. **Enforcement of the Provisions in this Section 1.** The Association shall have the right, after 30 days' notice to an Owner, to repair or remedy any condition which the association, acting through its Board, determines in its discretion is in violation of any provision in this Section 1. All costs and expenses incurred by the Association shall be borne by the Owner and shall be paid to the Association on demand. Any sum not paid by an Owner shall be treated as an Assessment and may be collected in a like manner as Assessments levied pursuant to Article VII. Failure to repair or put into good condition a Travel Trailer, within thirty (30) days following notice from the Association, will make the Owner subject to penalties, including fines, as such penalties are set forth in Association Rules. When the Association deems a condition immediately dangerous to persons or property, no prior notice shall be required before the Association can act to cure the dangerous condition.

Section 2. **Permitted Uses and Restrictions – Common Area.** The permitted uses and restrictions for Common area shall be as follows:

A. **Permitted Uses.** The Common Area may be used for (1) parking in designated parking spaces and parking areas for the purposes of parking vehicles of the Owner or Occupant, his guests and invitees limited, however, for purposes connected with or incidental to proper use being made of any portion of any Owner's Lot; (2) access for vehicles and pedestrians between public streets and any parking areas situated on the Property and any Owner's Lot limited, however, to purposes connected with or incidental to any proper use being made of any portion of any Owner's Lot; (3) access for emergency vehicles to any portion of a Common Area or to any Owner's Lot; (4) access for pedestrians authorized to be on the Property on any sidewalks or walkways limited, however, to purposes connected with or incidental to any proper use being made of any portion of any Owner's Lot; (5) access for persons engaged in maintaining any portion of the Common Area or any Owner's lot; and (6) such other uses as may be adopted from time to time by the Board and set forth in the Association Rules that are consistent with

this Restated Declaration. In general, the Common Area shall be used for the benefit of the Owners or Occupants, for the furnishing of services and facilities for which the same are reasonably intended and for the enjoyment to be derived from such reasonable and proper use, without hindering the exercise of or encroaching upon the right of any other Owner or Occupant to utilize the Common Area.

B. Entrance Gates. Subject to the easements created in Article VIII, the Association shall from time to time determine who may have access through the entrance gates to the Property. Declarant reserves the unrestricted right to entry and use of the Private Roads and other Common Areas for itself and its successors in interest until expiration of Declarant's control of the Association pursuant to Article VI for employees, agents, invitees, licensees, and guests. The Association may make reasonable rules relating to the right of entry through the entrance gates but none unreasonably hindering the entry of owners or Occupants, their tenants and guests or of prospective purchasers of Lots invited by an Owner. Any entrance gate may be manned or unmanned, as the Board may from time to time elect, and may be abandoned or its hours of manned operation reduced to less than 24 hours per day, at the discretion of the Board.

C. Wall Easement. There is hereby created an affirmative easement in favor of the Association, its employees and agents, upon, over and across each Lot adjacent to the perimeter boundaries of the Property for reasonable ingress, egress, installation, replacement, maintenance and repair of a wall or other barrier of similar character.

D. Restricted Uses. The Common Area shall not be used by Owners, Occupants, their guests, invitees, or licensees for (1) storage of supplies, materials or personal property of any kind; (2) activities that violate any rules, regulations or requirements of any governmental authorities having jurisdiction over the Property; (3) any unlawful activity and (4) any activity that violates such other restrictions as may be adopted by the Board and set forth in the Association Rules. In general, no activity shall be carried on or condition maintained by any Owner or Occupant upon the Common Area that spoils the appearance of the Property or hinders or encroaches upon the right of any other Owner or Occupant to utilize the Common Area as reasonably intended. The Association shall have the power to enforce this Subsection D in accordance with the provisions of Article IV, Section 1, Subsection V.

E. Maintenance by Association. The Association may at any time, as to the Common Area conveyed, leased, or transferred to it, or otherwise placed under its jurisdiction, in the discretion of the Board and without any approval of the Owners being required, (1) reconstruct, repair, replace or refinish any Improvement or portion thereof in accordance with (a) the last plans thereof approved by the Board, (b) the original plans for the Improvement, or (c) if neither of the foregoing is applicable and if such Improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such Improvement; (2) construct, reconstruct, repair, replace, or refinish any road improvement or surface upon any portion used as a road, street, walk, and parking area; (3) replace injured and diseased trees or other vegetation and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes; (4) place and maintain such signs, markers and lights as the board may deem appropriate for the proper identification,

use and regulation of the Common Area; (5) remove all papers, debris, filth and refuse; (6) wash or sweep paved areas or sidewalks or paths, as needed; (7) clean and relamp lighting fixtures, as needed; (8) repaint striping, markers, directional signs, and other related devices as needed; (9) pay all real estate taxes and assessments on the Common Area; (10) pay all electrical, water, gas and other utility charges or fees for services furnished to the Common Area; (11) pay the Irrigation District Assessment fee for the Property; (12) pay the electrical consumption cost of each Lot, The Association being timely reimbursed for such cost by the Owners in accordance with Article V, Subsection 2 (b); (13) pay for and keep in force, at the Association's expense, public liability insurance with companies acceptable to the Association in amounts and with limits of liability required by this Restated Declaration or as desired by the Board and (14) do all such other and further acts as the Board deems necessary or appropriate to preserve and protect the Common Area and the beauty and usefulness thereof, in accordance with the general purposes specified in this Restated Declaration.

(15) The Association, acting through the Board, shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area. Nothing herein shall be construed so as to preclude the Association from delegating its powers set forth above to a manager or agent or to other persons firms or corporation.

**F. Damage or Destruction of Common Area by Owners or Occupants.** In the event any Common Area is damaged or destroyed by an Owner, Occupant or any guest, invitee, licensee or agent thereof or any other person located on the Property with the Owner's express consent (and not by authority granted in this Restated Declaration), such Owner hereby authorizes the association to repair said damaged area. The Association shall repair the damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association.

The expense of such repairs shall be paid by the Owner, upon demand, to the Association. The Association may enforce collection of same in the manner provided in Article VII, Section 10.

## **Article V The Association**

### **Section 1. Organization.**

**A. The Association.** The Association shall be an Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the applicable Articles, Bylaws, and this Restated Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Restated Declaration.

**B. Board of Directors and Officers.** The affairs of the Association shall be conducted by a Board of Directors and such officers as the directors may elect or appoint in accordance with the applicable Articles and the Bylaws, as may be amended from time to time.

**Section 2. Powers and Duties of the Association.** The Association shall have such rights, duties and powers as set forth in this Restated Declaration and the applicable Articles and Bylaws, as may be amended from time to time, including, but not limited to, the following:

**A. Irrigation District.** The Association shall be the agent for the Property in dealing with the Yuma Mesa Irrigation and Drainage District. The Association may include the costs of service of said District in the Common Expenses assessed to the Owners.

**B. Bulk Electrical Power.** The Association may purchase electric power for the Property in bulk from an appropriate utility company. If the Association makes such purchases, each Owner's electric consumption shall be measured and each Owner shall pay his respective share of the electrical consumption cost to the Association in time for the Association to pay the utility company when such payments are due. The Association shall promulgate rules to the extent required for the implementation of this Subsection B.

**C. Rental Pool.** The Association may organize and promulgate rules for a rental pool of the Lots.

**Section 3. Rules.** By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Restated Declaration, adopt, amend, and repeal rules and regulations. The Association Rules may restrict and govern the use of any portion of the Property by any Owner or Occupant provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Restated Declaration, the Articles or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner when such rules are changed and may be recorded. The Association Rules, whether or not recorded, shall have the same force and effect as if they were set forth in and were a part of the Restated Declaration and shall be enforceable to the same extent and in the same manner as the provisions of the Restated Declaration.

**Section 4. Personal Liability.** No member of the Board or any committee of the Association, or any officer or director of the Association, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, or any other representative or employee of the Association, or any committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

## Article VI Membership and Voting Rights

**Section 1. Membership.** Every Owner of a Lot shall be a Member of the Association. Where this restated Declaration employs the use of Member in a provision, such provision is equally applicable to the Owner constituting the Member.

**Section 2. Voting Classes.** The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned.

**Class B.** The Class B member shall be the Declarant and shall be entitled to nine votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the earliest of (a) the date on which the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or, (b) the date on which the Declarant notifies the Association in writing that it relinquishes its Class B membership.

**Section 3. Multiple Owners of a Lot.** When more than one Person constitutes the Owner of a Lot, all such Persons shall be collectively deemed one Owner and thus one Member. The vote for such Lot may be exercised as the Persons who constitute the Owner among themselves determine but in no event shall more than one ballot be cast with respect to any Lot. Any vote by a Lot having multiple Persons as the Owner must be sufficiently supported by proof acceptable to the Board that such vote does in fact represent the collective will of the Persons who are the Owner. The vote for each such Lot must be cast as a unit. Fractional votes shall not be allowed. In the event that Persons who constitute the Owner of a Lot are unable to agree among themselves as to how their vote shall be cast, the vote will not be counted on the matter in question. In the event more than one ballot is cast for a particular Lot, none of the votes shall be counted and the votes shall be deemed void. Persons who constitute an Owner of a Lot shall inform the Association of the address to be used as the Owner's address. Such an address shall be the exclusive Owner address, regardless of how many persons, constitute the Owner.

**Section 4. Election of Board by Declarant.** Until the last Lot owned by the Declarant on the date hereof is sold to a Public Purchaser, no Owner other than the Declarant shall be allowed to vote in any election of the Board. This Section shall not affect the right of the other Owners to vote on any other matters that come before the Owners for a vote.

**Section 5. Other Rights of Owners.** Each Owner shall have such other rights, duties, and obligations as set forth in the Articles and Bylaws, as may be amended from time to time.

**Section 6. Alienability of Membership.** The Association membership of each Owner shall be appurtenant to and may not be separated from the ownership of the Owner's Lot. 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 the Owner's Lot and then only to the transferee of ownership to such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, exercise of a power of sale under the provisions of a deed of trust, or such other legal process as 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 prohibited transfer shall be void. Any transfer of ownership of a Lot shall operate to transfer the Owner's membership to the new Owner of the Lot.

**ARTICLE VII**  
**Covenants for Assessment**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot, other than Declarant, is deemed hereby to covenant and agree to pay to the Association (1) Regular Assessments or charges, (2) Special Assessments attributable to the Owner, (3) Reconstruction Assessments and (4) Capital Improvement Assessments, such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Property and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the Person or Persons who constituted the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the successor in title of the Owner unless expressly assessed by the successor. No Lot shall be sold, transferred or conveyed by any Owner without all Assessments having been paid in full, whether or not a lien has been filed or reported.

**Section 2. Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of the Property and for the improvements and maintenance of the Common Area. Without limiting the generality of the foregoing, such purposes shall include the payment for the following duties, which are set forth more fully in Article IV, Subsection 2(E):

- (i) Water, sewer, garbage, electrical, lighting, telephone, gas and other necessary utility service for the Common Area;
- (ii) The Yuma Mesa Irrigation and Drainage District fee;
- (iii) Maintenance and repair of storm drains, sanitary sewers and septic systems, the water system and Private Streets lying within the Common Area;
- (iv) Such insurance protection as required or allowed by this Restated Declaration and obtained by the Association;
- (v) Painting, maintenance, repair, and replacement of the Improvements on the Common Area;
- (vi) Reserves for repair and replacement of Improvements on the Common Area;
- (vii) Reimbursement for reasonable expenses incurred by members of the Board and officers in the discharge of their duties; and
- (viii) Such other and further items of expense relating to any services or facilities as may be necessary or which the Board may deem advisable or expedient in order to carry out the intent, purposes and objectives of the Association as set forth in this Restated Declaration.

**Section 3. Regular Assessment.** The amount of the Regular Assessment for each Lot shall, for each fiscal year of the Association, be determined by the Board at least 30 days in advance of the beginning of the year. The Regular Assessment shall be determined by the Board after giving due consideration to current maintenance and repair costs of the Common Area, insurance premiums for insurance on the Common Area, operating costs of the Association and the need for contingency and maintenance reserves. Written notice of the Regular Assessment for each Lot shall be sent to every Owner at least 30 days in advance of the commencement of each fiscal year. If the Regular Assessment for any fiscal year is not made by the Board at least 30 days in advance of the commencement of the fiscal year, then the Regular Assessment for the immediately preceding fiscal year shall be deemed automatically assessed against each Lot and such Assessment shall remain in effect until the Board determines the Regular Assessment for the new fiscal year and gives 30 days written notice of the new Regular Assessment to each Owner. If the Association determines that the total Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for whatever reason, including Common Expense in excess of the estimated Common Expenses used in preparation of the Association's budget for that year, the President shall then immediately determine the approximate amount of such inadequacy and, with the consent of the Board, issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessments to be paid by each Owner for the balance of the year, and the date or dates when due. If the estimated total Regular Assessments for the current year proves to be excessive in light of the actual Common Expenses, the Association may, at the discretion of the Board, retain such excess as additional working capital or reserves, reduce the amount of the Regular Assessments for the succeeding year, or abate collection of Regular Assessments for such period as it deems appropriate. No reduction or abatement of Regular Assessments because of any such anticipated surplus may diminish the quantity or quality of services upon which the Common Expenses for the year in question are based.

**Section 4. Special Assessments.** Special Assessments shall be levied by the Association against an Owner and his Lot to reimburse the Association for:

**A. Costs incurred in bringing an Owner and his Lot into compliance with the provisions of this Restated Declaration, or the Articles, Bylaws or Association Rules;**

**B. Any other charge designated as a Special Assessment in this Restated Declaration, the Articles, Bylaws or Association Rules;**

**C. Fines levied or fixed by the Board as provided herein; and**

**D. Attorney's fees, interest and other costs or charges provided to be paid as, or which are incurred in connection with, a Special Assessment in accordance with this Restated Declaration, The Articles, Bylaws or Association Rules.**

**In the event the Association undertakes to provide materials or services which benefit individual Owners or Lots and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services agree that the costs therefor shall be a Special Assessment.**

**Section 5. Capital Improvements Assessments.** In addition to the Regular Assessments, the Association may levy in any calendar year a Capital Improvement Assessment applicable to that year only, for the purchase of defraying, in whole or in part, any action or undertaking on behalf of the Association in connection with, or the cost of, any construction or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, to the extent the same is not covered by the provisions affecting Reconstruction Assessments in Article XI. Without the vote of a Majority of Owners, the Association shall not impose a Capital Improvement Assessment in an amount which in any one year exceeds five percent of the estimated annual Common Expenses. Any reserves collected by the Association for the future maintenance and repair of the Common Areas, or any portion thereof, shall not be included in determining the foregoing limitation on any annual Capital Improvement Assessment. All amounts collected as Capital Improvement Assessments may only be used for capital improvements and shall be deposited by the Association in a separate bank account to be held in trust for such purposes. Said funds shall not be commingled with any other funds of the Association and shall be deemed a contribution to the capital account of the Association by the Owners.

**Section 6. Notice and Quorum for any Action Authorized Under Article VII, Section 5.** Written notice of any meeting called for the purpose of taking any action authorized under Article VII, Section 5 shall be sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Owners or proxies entitled to cast 60 % of all votes 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 7. Declarant's Lots.** None of the Lots owned by Declarant shall be subject to Assessments before they are conveyed to Public Purchasers. Until the Class B membership in the Association ceases and is converted to a Class A membership, the Declarant shall pay to the Association such sums as may be necessary, when added to Assessments against Lots owned by Owners other than Declarant, to provide for the operation and maintenance of the Common Areas. After the Class B membership ceases and is converted to Class A Membership, the Declarant shall not have any obligation to pay any sums whatsoever to the Association.

**Section 8. Uniform Rate of Assessment.** Except as provided in Article VII, section 5, both Regular and Special Assessments must be fixed at a uniform rate for all Lots of the same class and may be collected on a monthly, quarterly, or annual basis, as determined by the Board.

**Section 9. Date of Commencement of Regular Assessments: Due Dates.** The Regular Assessment applicable to a Lot shall commence upon the happening of any of the following events, whichever occurs earlier: (a) the date on which the Association notifies the Owner of the Lot that the amenities located upon the Common Area and the Improvements on the Lot, including utility service to the Lot, are substantially completed and available for use; (b) the date on which a Travel Trailer on the Lot is first occupied and the utilities for the Lot are used by the occupants of the Travel Trailer; or (c) the date on which the Owner

first uses any of the amenities located upon the Common Area. The first Regular Assessment shall be adjusted according to the number of months remaining in the fiscal year as of the date of commencement of the Assessment. The due dates for Regular and Special Assessments shall be established by the Board. The Board shall have the power to require that the Regular Assessment be paid in one lump sum or in installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. Any Assessments not paid when due shall bear interest at the rate of 18% per annum.

**Section 10. Effects of Nonpayment of Assessments; Remedies of the Association.** Each Owner of a Lot shall be deemed to covenant and agree to pay to the Association the Assessments provided for herein, and agrees to the enforcement of the Assessments in the manner herein specified. In the event that more than one Person constitutes an Owner of a Lot, each Person shall be jointly and severally liable for the Assessments. In the event of a default in payment of any Assessment, or any installment of an Assessment, when due, in which case the Assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may accelerate the entire unpaid balance of any such Regular or Special Assessment and may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

**A. Enforcement by Suit.** The Board may cause a suit at law to be commenced and maintained in the name of the Association against an Owner to enforce each Assessment obligation without waiving any lien rights it may have against the Owner's Lot.

**B. Enforcement by Lien.** There is hereby created a lien, with power of sale, on each and every Lot within the Property to secure payment to the Association of any and all Assessments levied against the Owners of such Lots covered by the Restated Declaration, together with interest thereon at the rate of 18% per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time after the occurrence of any default in the payment of any such Assessment, the Association, or any authorized representative, may, but shall not be required to, make a written demand for payment to the defaulting Owner on behalf of the Association. The demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for demand or claim of lien or a lien but any number of defaults may be included within a single demand or claim of lien. If a delinquency is not paid within ten days after delivery of a demand, the Association may elect to file a claim of lien executed and acknowledged by any officer of the Association. Any such claim of lien shall contain (1) the name of the delinquent Owner; (2) the legal description and street address of the Lot against which claim of lien is made; (3) the total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees (without any offset or deduction allowed); (4) that the claim of lien is made by the Association pursuant to the Restated Declaration and (5) that a lien is claimed against said Lot in the amount equal to the amount stated.

The Association's lien for unpaid Assessments shall have priority over all subsequent liens or claims except only tax liens for real property taxes on any Lot, assessments on any Lot in

favor of any municipal or other governmental assessing unit, and the liens which are specifically described in Section 11 of this Article. Any such lien in favor of the Association may be foreclosed by appropriate action in court in the manner provided by law for the foreclosure of a realty mortgage or by the exercise of a power of sale in the manner provided by law under a trust deed, as set forth by the laws of the State of Arizona, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event of a foreclosure, the Association shall be entitled to recover from the defaulting Owner its reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses incurred in connection with the foreclosure. Each Owner, by becoming an Owner of a Lot, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

**Section 11. Subordination of the Lien to Mortgage.** The lien of the Assessments provided for herein shall be subordinate to the lien of any First Mortgage or deed of trust. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessment as to payments which become due prior to such sale or transfer, except if the Owner in default purchases the Lot at the mortgage sale or proceeding in lieu thereof. In such case, the Assessment lien shall continue in effect and may be enforced by the Association, or by the Board, for the respective Lot's Assessment that was due prior to the final conclusion of any foreclosure or equivalent proceedings. Further, any unpaid Assessment shall continue to exist as the personal obligation of the defaulting Owner and the Board may use reasonable efforts to collect the sum from the Owner even after he is no longer a Member of the Association.

## **ARTICLE VIII Special Declarant Rights**

Until the sale to a Public Purchaser of the last Lot owned by the Declarant, the following rights shall be reserved to the Declarant, its employees, agents and subcontractors or parties designated by it in connection with any legitimate purpose with the Property and neither this Restated Declaration, the Articles, Bylaws or Association Rules may be amended in any way which would eliminate, modify or impair any rights granted to the Declarant or any party connected thereto under the terms of this Restated Declaration, the Articles, Bylaws or Association Rules including, but not limited to, the right to maintain sales offices, management offices, signs advertising the project and Lots for sale, and models; use of the Common Area for the purpose of making improvements within the Property; use of any Lots owned by the Declarant; voting rights of the Declarant as set forth in Article VI of this Restated Declaration.

## **ARTICLE IX Notice of Violation**

There is hereby created a right to record a written notice of a violation (or suspected violation) by any Owner of any restriction or provision of this Restated Declaration or the Association Rules. The notice shall be executed and acknowledged by any officer of the Association and shall contain (1) the name of the Owner; (2) the legal description and

street address of the Lot against which the notice is being recorded; (3) a brief description of the nature of the violation; (4) a statement that the notice is being recorded by the Association pursuant to this Restated Declaration; and (5) a statement of the specific steps which must be taken by the Owner to comply with this Restated Declaration of the applicable rule.

Recordation of this notice shall serve as notice to the Owner and to any subsequent purchaser of the Lot that there is a violation (or a claimed violation) of the provisions of this Restated Declaration or the Association Rules. The Association may charge any Owner a reasonable fee as and for its costs incurred in investigating the suspected violation, preparing the notice, obtaining legal advice in connection therewith and recording and other fees. Neither the Association nor any Owner or agent thereof shall be liable to any Owner or prospective or subsequent Owner for the failure to record any notice or for the recording of such notice if the recording was made of done based upon a good-faith belief that the same was in the best interest of the Association. If, after the recordation of such notice, it is determined by the Association that the suspected violation referred to in the notice does not exist or that the actual violation referred to in the notice has been cured, the Association shall record a notice of compliance which shall state the legal description, street address and Lot number against which the notice of violation was recorded, the recording data identifying the docket and page where the notice of violation was recorded, and shall state that the violation referred to in the notice of violation has been cured or, if such be the case, that it did not exist.

## **ARTICLE X**

### **Insurance**

Insurance shall be carried by the Association on the Common Areas and shall be governed by the following provisions:

**Section 1. Authority to Purchase.** The Association, by and through the Board, shall purchase and maintain certain insurance upon the Common Areas including, but not limited to, the insurance described in Section 2. Provision shall be made for the issuance of certificates of endorsement to any First Mortgagee requesting them. Such policies and endorsements thereon, of copies thereof, shall be deposited with the Association. The Board shall deliver a copy of the policies or, by and through its agent, advise the Owners of the coverage of said policies to permit the Owners to determine which particular items are included within the coverage so that the Owners may insure themselves as they see fit if certain items are not insured by the Association. Without limiting the generality of the foregoing, it shall be each Owner's responsibility to provide for insurance on the Travel Trailer located on his Lot and the contents thereof, his additions and Improvements to his Lot, decorations therein and furnishings and personal property therein, his personal property stored elsewhere on the Property, his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and such other insurance as the Owner desires. No Owner shall maintain any insurance on his Lot which would limit or reduce the insurance proceeds payable under the casualty insurance maintained by the Association in the event of damage to the Improvements or fixtures on the Property.

**Section 2. Coverage.** The Association shall maintain and pay for the following policies of insurance.

**A. Multi-Peril.** Policies of a multi-peril type covering the Common Areas providing, as a minimum, fire and extended coverage, and all other coverage, in kinds and amounts customarily acquired or required for projects similar in construction, location and use, including, but not limited to, sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, and windstorm and water damage, in an amount not less than 100 % of the insurable value (based upon replacement cost as determined at least once every two years by a qualified insurance appraiser selected by the Board), and, if available, agreed amount, inflation guard and construction code endorsements.

**B. Public Liability.** A comprehensive policy of public liability insurance covering all of the Common Areas and public ways on the Property in a minimum amount of at least \$1,000,000 per occurrence for personal injury, deaths and/or property damage. Such insurance policy shall contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association and its agents or other Owners. The scope of such coverage shall include all other coverage in the kinds and amounts customarily acquired or required for projects similar in construction, location and use, including, but not limited to, liability of the Association related to employment contracts of the Association, water damage liability, liability for nonowned and hired automobiles, and liability for property of others.

**C. Steam Boiler.** If there is a steam boiler in operation in connection with the Property, there must be in force boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy and providing, as minimum coverage, \$1000,000.00 per accident per location.

**D. Flood.** If the Property is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a “blanket” policy of flood insurance on the Property must be maintained in an amount not less than 100% of the insurable value, based upon replacement cost, or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. Such flood insurance policy shall be in the form of the standard policy issued by the National Flood Insurance Association.

**E. Fidelity.** The Association must obtain fidelity coverage against dishonest acts on the part of directors, officers, managers, trustees, agents, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written to provide protection which is in no event less than the greater of (i) one and one-half times the Association’s estimated annual operating expenses and reserves or, (ii) the sum of three months’ Assessments on all Lots then within the Property plus the reserve funds held by the Association. In connection with such coverage, an appropriate endorsement to the policy to cover any person who serves without compensation shall be added if the policy would not otherwise cover volunteers.

**F. Worker’s Compensation.** A worker’s compensation policy, if necessary to meet the requirements of law.

**G. Other Policies.** Such other insurance as the Board shall determine from time to time to be desirable.

**Section 3. Provisions Required.** The insurance policies purchased by the Association shall, to the extent possible, contain the following provisions.

**A. Effect of Other Insurance.** The coverage afforded by such policies shall not be brought into contribution or proration with any insurance which may be purchased by Owners or First Mortgagees.

**B. Owner Conduct.** The conduct of any one or more Owners shall not constitute grounds for avoiding liability on any such policy.

**C. Subrogation.** There shall be no subrogation with respect to the Association, its agents or employees, Owners and members of their household and their families and employees, and each Mortgagee of all or any part of the Property or of any Lot, or the policy (ies) should name said persons as additional insureds; and, each policy must contain a waiver of any defenses based on co-insurance or on invalidity arising from the acts of the insured.

**D. Severability.** A “severability of interest” endorsement shall be obtained which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

**E. Name of Insured.** A statement of the name of the insured shall be included in all policies, in form and substance similar to the following:

“Country Roads RV Village Property Owners Association,  
for the use and benefit of the individual Owners”  
(designed by name, if required)

**F. Mortgagee Clause.** A standard mortgagee clause which must be endorsed to provide that any proceeds shall be paid to the Association, for the use and benefit of Mortgagees as their interests may appear, or which must be otherwise endorsed to fully protect the interest of First Mortgagees, their successors and assigns.

**G. Notice to First Mortgagee.** For policies of hazard insurance, a standard mortgagee clause shall provide that the insurance carrier shall notify the First Mortgagee named at least ten days in advance of the effective date of any reduction in or cancellation of the policy.

**H. No Other Insurance Clause.** Any “no other insurance” clause shall exclude insurance purchased by Owners or First Mortgagees.

**I. Negligence of Owners or Association.** Coverage must not be prejudiced by (a) any act or neglect of Owners when such act or neglect is not within the control of the Association or (b) 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.

**J. Notice Before Cancellation.** Coverage may not be cancelled or substantially modified without at least 30 days' (or such lesser period as otherwise provided herein) prior written notice to any and all insureds including First Mortgagees, their successors, and assigns, and interested institutional guarantors.

**K. Approval of Association to Receive Cash Settlement.** Any policy of property insurance which gives the carrier the right to elect to restore damage in lieu of a cash settlement must provide that such election is not exercisable without the prior written approval of the Association or when in conflict with the insurance trust provisions contained herein, or any requirement of law.

**Section 4. First Mortgagee Protection.**

**A. Notice.** The Association shall, upon written request, provide each First Mortgagee with a letter wherein the Association agrees (a) to give timely written notice to each First Mortgagee or Servicer, or any entity or person designated by such First Mortgagee or Servicer, whenever damage to the Common Areas and related facilities exceeds \$10,000, and (b) to give timely written notice to the First Mortgagee or Servicer, or any entity or person designated by such First Mortgagee or Servicer, whenever damage to a Lot covered by such First Mortgage exceeds \$1,000.

**B. Hazard Insurance.** Each hazard insurance policy shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class VI or better, or if such rating service be discontinued, an equivalent rating by a successor thereto or a similar such rating service.

**C. License Required.** Each insurance carrier must be specifically licensed or authorized by law to transact business within the State of Arizona.

**D. Limitation of Policy Requirements.** Policies shall not be utilized where: (1) under the terms of the carrier's charter, bylaws or policy, contributions may be required or assessments may be made against the Owner of First Mortgagee or any entity or person purchasing or guaranteeing any First Mortgage or may become a lien superior to any First Mortgage; (2) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or, (3) the policy includes any limiting clauses (other than insurance condition) which could prevent any Owner or the First Mortgagee, its successors or assigns, from collecting insurance proceeds.

**E. Proper Notice Required.** The mortgagee clause of each insurance policy shall be properly endorsed, and there must have been given necessary notices of transfer, and any other action required to be taken must be taken in order to fully protect, under the terms of the policies and applicable law, the interest of all First Mortgagees, their successors and assigns. Where permissible, the insurance carrier shall be required to name the Servicer of a First Mortgage, or "(name of Servicer), its successors or assigns," as the First Mortgagee under the mortgagee clause. If permissible, where a deed of trust is utilized, the insurance carrier shall be required to use "(name of Servicer), its successors or

assigns, beneficiary” or “(name of trustee)” its successors or assigns, for the benefit of (name of Servicer)” instead of only the name of the trustee under the deed of trust.

F. **Service Requirements.** All insurance drafts, notices, policies, invoices and all other similar documents, or their equivalent, shall be delivered directly to each Servicer involved, if any, regardless of the manner in which the mortgagee clause is endorsed. The Servicer’s address on any First Mortgagee endorsement on a policy shall be used in the endorsements in lieu of the address of the First Mortgagee if requested by the First Mortgagee.

G. **Payments of Association Costs.** First Mortgagees may pay overdue premiums or may secure new insurance coverage on the lapse of a policy with respect to any insurance required to be maintained by the Association as provided in Article X. First Mortgagees making such expenditures shall be owed immediate reimbursement by the Association.

Section 5. **Non-Liability of Association/Board.** Notwithstanding the duty of the Association to obtain insurance coverage as stated herein, neither the Association nor any Board member or other Person shall be liable to any Owner or Mortgagee if any risks of hazard are not covered by insurance or if the amount of insurance is not adequate. It shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Association’s insurance and to procure and pay for such additional insurance coverage and protection as the Owner may desire.

Section 6. **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Lot or its appurtenances, or of the Common Areas, by an Owner, or by any Occupant, guest or invitee of such Owner, shall be assessed against that particular Owner.

Section 7. **Insurance Claims.** The Association, acting by and through its Board, is hereby irrevocably appointed agent and attorney-in-fact for each Owner and for each holder of a First Mortgage or other lien upon a Lot, and for each owner of any other interest in the Property, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and the Board has full and complete power to act for the Association in this regard.

Section 8. **Benefit.** Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and First Mortgagees, as their interests may appear.

## ARTICLE X1 Damage, Destruction and Condemnation

Section 1. **Definitions.** As used in this Section, the following terms shall have the following definitions:

A. **“Destruction”** shall exist whenever the Board determines that, as a result of any casualty, damage or destruction, the Common Areas or any part thereof, have been damaged.

B. **“Condemnation”** means the taking of any property interest in the Common Area by the exercise of a power of eminent domain, or the transfer or conveyance of such interest to a condemning authority in anticipation of such exercise.

C. **“Reconstruction”** in the case of Destruction means the repair or reconstruction of the damaged or destroyed portions of the Common Areas in accordance with the provisions of this Subsection. “Reconstruction” following any Condemnation means the repair or reconstruction of the remaining portions of the Common Areas, if any, to restore the Common Areas to an attractive, sound, functional and desirable condition, including, if the Board deems it desirable or necessary, the replacement of any Improvements so taken. Insofar as reasonably possible, taking into account the portions of the Common Areas subject to Destruction of taken by Condemnation, Reconstruction shall be in conformance with the original plans and specifications or, if the Board determines that adherence to such original plans and specifications is impractical or is not in conformance with applicable laws, ordinances, building codes or other governmental rules or regulations then in effect, such repair or reconstruction shall be of a kind and quality substantially the same as the condition in which such portions of the Common Areas existed before the Destruction or Condemnation. Any Reconstruction not in accordance with original plans and specifications shall first be approved by a Majority of Owners.

D. **“Reconstruction Funds”** in the case of any Destruction means any proceeds of insurance received by the Association as a result of the destruction of any portion of the Common Areas but excluding that portion of any proceeds of insurance legally required to be paid to any party other than the Association, including a Mortgagee of all or any part of the Common Areas, and any uncommitted funds or income of the Association other than that derived through Assessments. “Reconstruction Funds” in the case of Condemnation means the entire amount received by the Association as compensation for any Condemnation including, but not limited to, any amount awarded as severance damages, but deducting therefrom reasonable and necessary costs and expenses including, but limited to, attorneys’ fees, appraiser’s fees and court costs, together with any uncommitted funds or income of the Association other than that derived through Assessments.

**Section 2. Reconstruction of Common Areas.** In the event of any Destruction or Condemnation of the Common Areas, the Association shall undertake the Reconstruction of the Common Areas without a vote of the Owners unless two-thirds of the Owners and two-thirds of the First Mortgagees (based upon one vote for each Mortgage owned) agree in writing at or prior to the special meeting hereinafter provided that the Association should not undertake the Reconstruction of the Property.

**Section 3. Construction Contract.** In the event the Association undertakes the Reconstruction of the Common Areas, the Board shall contract with a reputable contractor or contractors who shall, if required by the Board, post a suitable performance or completion bond. The contract with any such contractor or contractors shall provide for the payment of a specified sum for completion of the work described therein and shall provide for periodic disbursements of funds, which shall be subject to the prior

presentation of an architect's certificate containing such provision as may be appropriate in the circumstances and deemed suitable by the Board.

**Section 4. Reconstruction Funds.** Upon receipt by the Association of any insurance proceeds, condemnation awards or other funds resulting from the Destruction or Condemnation of any portion of the Common Areas, the Association may cause such Reconstruction Funds to be paid directly to a bank located in Yuma County, Arizona, whose accounts are insured by the Federal Deposit Insurance Corporation, or its successor agency, as designated by the Board, as trustee (the "Reconstruction Funds Trustee") for the Association. Such funds shall be received, held and administered by the Reconstruction Funds Trustee subject to a trust agreement consistent with the provisions of this Restated Declaration and which shall be entered into between the Reconstruction Funds Trustee and the Association. Disbursement of such funds shall be made only upon the signatures of two members of the Board. Disbursements to contractors performing any repair of reconstruction upon the Common Areas shall be made periodically as the work progresses in a manner consistent with procedures then followed by prudent lending institutions in Yuma County, Arizona.

**Section 5. Reconstruction Assessment.** If the Reconstruction Funds are, or appear to the Board to be, insufficient to pay all of the costs of Reconstruction, the Board shall, with the consent of two-thirds of the Owners, levy a Reconstruction Assessment to make up any deficiency. The Reconstruction Assessment shall be levied against all Owners to the extent necessary to make up any deficiency for Reconstruction of the Common Areas. The amount of the required Reconstruction Assessment shall be determined by the Board, in its sole discretion. The Reconstruction Assessment shall be payable at such time (including, but not limited to, in advance of the commencement of the repair or reconstruction), or in installments from time to time, as the Board may determine. The Reconstruction Assessment provided for herein shall be secured by the lien provided for in Article VII, Section 10 of this Restated Declaration.

**Section 6. Special Meeting.** In the event of the Destruction or Condemnation of the Common Areas, the Board, at its election or upon presentation of a petition signed by not less than 10% of the Owners requesting such a meeting, shall convene a special meeting of the Association for resolving whether the Association should undertake the Reconstruction of the Common Areas in accordance with Section 2 of this Article XI.

**Section 7. Decision Not to Restore.** If the Common Areas are not to be restored following any Destruction or Condemnation, the Board shall use the Reconstruction Funds to pay all of the Mortgages or other liens or encumbrances of record with respect to the Common Areas which will not be restored. If any Reconstruction Funds remain after such application, they shall be held by the Association for working capital or reserves, in the discretion of the Board.

**Section 8. Emergency Repairs.** Notwithstanding any provision of this Article XI, the Board may, without any vote of the Owners or First Mortgagees, undertake any repair which the Board deems reasonably necessary to avoid further damage or destruction which is likely, in the Board's sole opinion, to cause substantial diminution in the value of the Common Areas or as may be necessary to cure dangerous conditions.

**Section 9. Condemnation of a Lot.** In the event of the Condemnation of all or substantially all of a Lot such that it is no longer tenantable following reasonable repair or reconstruction, such Lot shall cease to be part of the Property and the Owner shall cease to be a Member of the Association.

**Section 10. Destruction of a Lot.** In the event that any Lot is damaged or destroyed (in whole or in part), the Owner shall properly undertake or cause to be undertaken, at the Owner's discretion, the clearing or repair or reconstruction of the damaged or destroyed portions of the Lot. If a Lot is not cleared or repaired or reconstructed within a reasonable time, the Board shall determine the appropriate action needed to satisfactorily restore the Owner's Lot. Following notice by the Board to the Owner of such Owner's failure to timely and properly restore his Lot, the Association shall be entitled to exercise any right or remedy available under this Restated Declaration, including affirmative injunctive relief, and shall have the further right to enter into possession of the Lot in order to undertake the restoration determined by the Board to be appropriate for the Lot.

## **ARTICLE XII Age Restrictions**

**Section 1. Policy.** It is the policy of the Owners, the Association and the Declarant to utilize the Property to provide housing opportunities for older people in conformance with applicable requirements of governmental authorities including, but not limited to, any applicable provisions of the federal Fair Housing Amendments Act of 1988 and any regulations promulgated thereunder. To accomplish that end, this Restated Declaration is being placed in the public record and will be made available to members of the public from time to time.

**Section 2. Occupancy by Adults.** Occupancy of and Lot (i) by one individual who is under the age of 55 or (ii) by a group of individuals which does not contain at least one member who is 55 or older is prohibited, except as provided in Section 3 below.

**Section 3. Exempt Occupants.** Notwithstanding the provisions of Section 2 of this Article, Declarant may permit occupancy by persons under the age of 55 who are Owners and who bought their Lot(s) from Declarant provided that (i) no such persons are less than 21 years of age and (ii) the Lots subject to this exemption at any time shall not exceed 20% of the total number of Lots occupied.

**Section 4. Facilities and Services.** The Common Areas shall be operated and maintained with the intent of providing facilities and services specifically designed to meet the physical or social needs of older persons.

**Section 5. Interpretation.** The provisions of this Article shall be construed broadly and in keeping with the purposes of complying with any applicable requirements of governmental authorities specifically including, but not limited to, the Fair Housing Amendments Act of 1988.

## **ARTICLE XIII General Provisions**

**Section 1. Enforcement.** The Association or an Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Restated Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Restated Declaration shall run with and bind the land for a term of 20 years from the date the Declaration was recorded, after which time they shall be automatically extended for successive periods of ten years. Amendments to this Restated Declaration shall be made by an instrument in writing entitled "Amendment to Restated Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Restated Declaration, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Owners. Amendments may be adopted at the annual meeting of the Owners upon approval of two-thirds (2/3rds) of the ballots cast, or without any meeting if all Owners have been duly notified and is two-thirds of all of the Owners consent in writing to such amendment. In all events, the amendment when adopted shall bear the signature of the President of the Association and shall be attested by the secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording of the amendment to Restated Declaration in the appropriate governmental offices.

*(revised 01/13/04)*

**Section 4. Violations and Nuisance.** Every act or omission whereby any provision of this Restated Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether if not relief sought is for negative or affirmative action, by Declarant, the Association or any Owner or Owners of lots within the Property. However, any other provision to the contrary notwithstanding, the Declarant, the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Restated Declaration.

**Section 5. Violation of Law.** Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of the Restated Declaration and subject to any or all of the enforcement procedures set forth in this Restated Declaration.

**Section 6. Remedies Cumulative.** Each remedy provided by the Restated Declaration is cumulative and not exclusive.

**Section 7. Delivery of Notices and Documents.** Any written notice or other documents relating to or required by this Restated Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered 72 hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed as follows:

A. To the Association. If to the Association, at 5707 E. Highway 80, Yuma, Arizona 85365.

B. To an Owner. If to an Owner, to the address of any Lot within the Property owned, in whole or in part, by the Owner or to any other address last furnished by an Owner to the Association.

C. To Declarant. If to Declarant, at 5707 E. Highway 80, Yuma, Arizona 85365. Provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the Association. The Association shall mail any notice of a change of its address to all Owners. In no event shall there be more than one address for each Owner.

Section 8. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Restated Declaration, each person, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Restated Declaration and any amendments hereto. In addition, each such person by so doing thereby acknowledges that this Restated Declaration sets forth a general scheme for the improvement and development of the real property subject hereto and thereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Restated Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

Section 9. Captions and Exhibits; Construction. Captions given to various Sections herein, and the Table of Contents for this Restated Declaration, are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The provisions of this Restated Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property as hereinabove set forth.

Section 10. Severability. If any provision of this Restated Declaration, the Articles, Bylaws, Association Rules, or any section, clause, sentence, phrase or word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Restated Declaration, the Articles, Bylaws, Association Rules, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of this Restated Declaration, the Articles, Bylaws, Association Rules, shall be construed as if such invalid part were never included therein.

Section 11. Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Restated Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until 21 years after





**LEGAL DESCRIPTION**

**PARCEL NO. 1:**

**The Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , Section 8, T9S, R22W, of the Gila and Salt River Base and Meridian, Yuma County, Arizona, comprising 60 acres more or less.**

**PARCEL NO. 2:**

**The North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 8, T9S, R22W, of the Gila and Salt River Base and Meridian, Yuma County, Arizona.**

**LATITUDE/LONGITUDE:**

**According to projection from NAD 27 for U.S.A.**

**Country Roads on corner of 6E and 32<sup>nd</sup> Street**

**Latitude 114 Degrees, 31 minutes, 45 seconds**

**Longitude 32 Degrees, 40 minutes, 11 seconds**

**Exhibit "A"**