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2023-20545 RESTRICTIONS

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Richard Colwell County Recorder, YUMA County AZ



RESTRICTIONS

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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS (CCRs)
FOR LA QUINTA AT BARKLEY RANCH
As Amended 29 August 2023**

This AMENDED DECLARATION is made on the 29th day of August 2023 by the Board of Directors of the La Quinta at Barkley Ranch Estates Homeowners Association, Inc, and supersedes the original Declaration made on the 29th day of November, 2001, by FIRST AMERICAN TITLE INSURANCE COMPANY named as the "Declarant" and the Amended by LA Quinta HOA Board on 1st June 2009.

WHEREAS, the Declarant was the original owner of the real property located in Yuma County, Arizona, which is described on Exhibit "A" of the original Declaration, attached hereto; and

WHEREAS, the Declarant created a planned area development on said real property and imposed certain easements, restrictions, covenants, and conditions on said real property to protect the value and desirability of said property; and

WHEREAS, the Declarant declared that all of the real property described on Exhibit "A" should be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions contained in the original Declaration, which was for the purpose of protecting the value and desirability of the property, and would be binding on all parties having any right, title, or interest in said real property or any part thereof, their heirs, successors, and assigns, and should inure to the benefit of each owner thereof; and

WHEREAS, the Declarant has sold and transferred more than seventy-five percent (75%) of the unit lots of the planned area development to individual unit homeowners, and the period of Declarant control has now ended; be it

WITNESSED that the management of the Unit Owners Association and control of all common property of the planned development has now lawfully transferred to the La Quinta at Barkley Ranch Estates Homeowners Association, Inc, as registered as an Arizona Non-Profit Corporation, and this AMENDED DECLARATION recognizes the changes in management and sets forth updated policies and procedures to reflect that change.

**ARTICLE 1
DEFINITIONS**

Section 1.1 "Architectural Committee" means the committee established by the Board of Directors pursuant to Section 2.4 of this Declaration.

Section 1.2 "Architectural Controls" means the rules adopted by the Architectural Committee, as such rules may be amended from time to time.

Section 1.3 "Articles" means the Articles of Incorporation of the Association which have been filed in the Office of the Corporation Commission of the State of Arizona, establishing the La Quinta at Barkley Ranch Estates Homeowners Association, Inc. as an Arizona Non-Profit Corporation, as such Articles may be amended from time to time.

Section 1.4 "Association" means the La Quinta at Barkley Ranch Estates Homeowners Association,

Inc. and its successors and assigns, formed by the Declarant.

Section 1.5 "Association Rules" means the rules and regulations adopted by the Association, as such rules may be amended from time to time.

Section 1.6 "Board" means the Board of Directors of the Association.

Section 1.7 "Bylaws" mean the bylaws of the Association, as such bylaws may be amended from time to time.

Section 1.8 "Common Area" means all real property and all improvements located thereon owned by the Association for the common use and enjoyment of the owners. The common area owned by the Association at the time of the conveyance of the first lot to a purchaser or subsequent thereto is described as follows: That portion of streets La Quinta Drive, Sundown Drive, La Quinta Lane, Sunup Drive, Hope Drive, La Quinta Loop and Sinatra Drive, as it appears in La Quinta at Barkley Ranch, as recorded in Book 18 of Plats, Page 5, Yuma County Recorders, Yuma County, Arizona.

Section 1.9 "Declarant" means First American Title Insurance Agency, Inc., a California Corporation, as Trustee, its successors, and any person or entity to whom it may expressly assign its Rights under this Declaration.

Section 1.10 "Declaration" means the Covenants, Conditions, and Restrictions herein set forth in this entire document, as such Declaration may be amended from time to time.

Section 1.11 "First Mortgage" means any mortgage or deed of trust with first priority over any other mortgage or deed of trust.

Section 1.12 "First Mortgagee" means the holder of any mortgage or deed of trust with first priority over any other mortgage or deed of trust.

Section 1.13 "Improvements" means buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

Section 1.14 "Lot" means any parcel of real property designated as a lot on the plat or as described on Exhibit "A".

Section 1.15 "Member" means any person, corporation, partnership, joint venture, or other legal entity who is a member of the Association.

Section 1.16 "Owner" means the record owner, whether one or more persons or entities, of beneficial or suitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a lot. The Owner shall not include persons or entities having an interest in a lot merely for the performance of an obligation. The Owner shall include a purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale, or any similar contract through which a seller has conveyed to a purchaser equitable title in a lot under which the seller is obligated to convey to the purchaser the remainder of seller's title in the lot, whether legal or equitable, on payment in full of all monies due under the contract. The Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions, or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts, pending the closing of a sale or purchase transaction. In the case of lots,

the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the sole or second beneficiary of any such trust shall be deemed to be the owner.

Section 1.17 "Plat" means the plat of survey of La Quinta at Barkley Ranch, which has been recorded with the County Recorder of Yuma County, Arizona, in Book 60 of Plats, Page 84, and all amendments thereto.

Section 1.18 "Project Documents" means this Declaration, Articles of Incorporation, Bylaws, Association Rules, and Architectural Controls.

Section 1.19 "Property" or "Project" means the real property described on Exhibit "A" of the original Declaration, attached to this Declaration, together with all building and other improvements located thereon, and all easements, rights, and appurtenances belonging thereto.

Section 1.20 "Purchaser" means any person, other than the Declarant, who by means of a voluntary transfer, becomes the owner of a lot.

Section 1.21 "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 four (4) persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

Section 1.22 "Single Family Residential Use" means the occupation or use of a residence by a single family in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county, or municipal rules and regulations.

Section 1.23 "Visible From Neighboring Property" means, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation not greater than the elevation of the base of the object viewed.

THE ASSOCIATION

Section 2.1 RIGHTS, POWERS, AND DUTIES. The Association is a nonprofit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration, together with such rights, powers, and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association, as set forth in this Declaration.

Section 2.2 BOARD OF DIRECTORS AND OFFICERS. The affairs of the Association shall be conducted by a Board of Directors and such officers and committees as the Board may elect or appoint in accordance with the Declaration, Articles, and the Bylaws.

Section 2.3 ASSOCIATION RULES AND REGULATIONS. By a majority vote of the Board, the Association may, from time to time, and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations. The Association rules may restrict and govern the use of any area by any owner, by the family of such owner, or by any invitee, licensee, or lessee of such owner. A copy of the Association Rules, as they may from time to time be adopted, amended, or repealed, shall be available for inspection by all members at reasonable times. Upon adoption by the Board, the Association rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 2.4 ARCHITECTURAL COMMITTEE. The Board shall establish an Architectural Committee consisting of not less than three (3) members appointed by the Board to regulate the external design, appearance, and use of the property, and to perform such other functions and duties as may be imposed on it by this Declaration or the Board.

ARTICLE III MEMBERSHIP

Section 3.1 IDENTITY OF MEMBERS. Membership in the Association shall be limited to legal owners of lots. An owner of a lot shall automatically, upon becoming the owner thereof, be a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

Section 3.2 TRANSFER OF MEMBERSHIP. Membership in the Association shall be appurtenant to each lot, and a membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale of a lot, and then only to such purchaser, or by interstate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books and records of the Association as a transfer.

ARTICLE IV VOTING RIGHTS

Section 4.1 CLASSES OF MEMBERS. The Association now has only one class of Member. Each Member shall be entitled to one (1) vote for each lot owned.

Section 4.2 JOINT OWNERS. When more than one person is the owner of any lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one ballot be cast with respect to any lot. The vote or votes for each such lot must be cast as a unit, and factional votes shall not be allowed. In the event joint owners are unable to agree among themselves as to how they vote or be cast, they shall lose their right to vote on the matter in question. If any owner casts a ballot representing a certain lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other owners of the same lot. In the event more than one (1) ballot is cast for a particular lot, none of said votes shall be counted and said votes shall be deemed void.

Section 4.3 CORPORATE OWNERSHIP. In the event any lot is owned by a corporation, partnership, or other association, the corporation, partnership, or association shall be a member and shall designate in writing at the time of acquisition of the lot who shall have the power to vote the said membership, and in the absence of such designation, and until such designation is made, the chief executive officer, if any, of such corporation, partnership, or association shall have the power to vote the membership, and, if there is no chief executive officer, then the board of directors or general partner of such corporation, partnership, or association shall designate who shall have the power to vote the membership.

Section 4.4 SUSPENSION OF VOTING RIGHTS. In the event any owner is in arrears in the payment of any assessments or other amounts due under any of the provisions of the Project Documents or is in violation of any covenant contained herein for a period of fifteen (15) days, said owner's right to vote as a member of the Association shall be suspended and shall remain suspended until such time as the infraction, whatever it may be, is corrected.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Except for the Declarant for unsold lots, each owner of a lot, by becoming the owner thereof, whether or not it is expressed in the deed or other instrument by which the owner acquired ownership of the Lot, is deemed to covenant and agree to pay to the Association: (1) annual assessments, (2) supplemental assessments, (3) special assessments, and (4) extraordinary assessments. The annual, supplemental, special, and extraordinary assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge upon the land, 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 owner of such lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them.

Section 5.2 PURPOSE OF THE ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the upkeep, maintenance, and/or improvement of the common area and such portions of the lots and portions of the improvements that the Association is obligated to maintain under Section 9.1 of this Declaration, and for promoting the recreation, health, safety, and welfare of the owners and residents of lots.

Section 5.3 ANNUAL ASSESSMENT. In 2001, the maximum annual assessment for each lot was set at Two Thousand, Four Hundred Dollars (\$2,400.00). The Board may, without a vote of the membership, increase the maximum annual assessment during each fiscal year of the Association from the prior fiscal year by an amount proportional to the amount of increase during the prior fiscal year in the Consumer Price Index (CPI) for All Urban Consumers (All Items), U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics (1967=100), or in the event said index ceases to be published, by any index designated by the Board as a substitute therefore. The maximum annual assessment may be increased by an amount greater than the maximum increase allowed pursuant to the above only by a vote at a Members' meeting called for this specific purpose where a quorum is present (either in person or represented by absentee ballot) and where at least two-thirds (2/3) of the members vote for the increase. Written notice of any meeting called for such purpose shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first meeting called for this purpose, a quorum shall be sixty (60%) participation by members voting in person or by absentee ballot. If the required quorum is not represented at the initial meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting (i.e. 30%). No subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If unsuccessful at the subsequent meeting, the Board may fix the annual assessment in any amount not in excess of the maximum annual assessment.

Section 5.4 SUPPLEMENTAL ASSESSMENTS. In the event the Board shall determine that its funds budgeted or available in any fiscal year are, or will, become inadequate to meet all expenses of the Association for any reason, including, without limitation, nonpayment of assessments by the members, it shall immediately determine the approximate amount of such inadequacies for such fiscal year, prepare a supplemental budget, and levy a supplemental assessment against each Lot in such amount as the Board deems necessary in order to obtain the amount of such inadequacies. Notice of any such supplemental assessment shall be paid on such dates and in such installments as may be determined by the Board.

Section 5.5 SPECIAL ASSESSMENTS. In addition to the annual and supplemental assessments above, the Board may cause the Association to levy, in any assessment year, a special assessment, applicable to that fiscal year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement of the Common Areas, including fixtures and personal property related thereto, or for any other lawful Association purpose. The voting and notice provisions of Section 5.3 above shall apply to approving a Special Assessment. Special assessments shall be paid on such dates and in such installments as maybe detailed by the Board.

Section 5.6 EXTRAORDINARY ASSESSMENTS. In addition to annual, supplemental, and special assessments, the Board may levy an assessment against an owner and such owner's lot, for the following expenses:

- (a) Any expense caused by the misconduct of such owner.
- (b) Any expense incurred by the Association pursuant to Section 9.5 of this Declaration as a result of the owner's failure to maintain his lot, and the improvements located thereon, in accordance with the terms of this Declaration.
- (c) Any expense incurred by the Association pursuant to Section 9.3 of this Declaration as a result of damage or destruction of a common area by an owner or owner's invitee/guest, or as a result of the interference by an owner with the activities of the Association in connection therewith; and
- (d) All costs incurred by the Association in enforcement of the provisions of the Project Documents against an owner, including but not limited to attorneys fees and court costs.

Section 5.7 RATE OF ASSESSMENT. Annual, special, and supplemental assessments shall be fixed at a uniform rate for each lot and shall be collected on an annual basis, or as otherwise determined by the board of Directors from time to time.

Section 5.8 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS AND DUE DATE. The annual assessments provided for herein shall commence for each lot on the first day of the month following the conveyance of such lot to an owner by the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The board shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Board may require that the annual assessment be paid in installments, and in such event, the Board shall establish the due dates for each installment. The Association shall, upon demand, 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.

Section 5.9 EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION. Any assessment or any installment of an assessment not paid within thirty (30) days after the assessment or the installment of the assessment will become due and shall bear interest from the due date at such rate as may be fixed from time to time by the Board. In addition, if any assessment or any installment of an assessment is not paid within ten (10) days after it becomes due and payable, the owner who has failed to pay such assessment shall be obligated to pay a late charge in such amount as may be established from time to time by the Board. Any assessment or any installment of an assessment which is delinquent shall become a continuing lien on the lot against which such assessment was made. The lien shall be perfected by the recordation of the "Notice of Claim of Lien" which shall set forth:

- (a) The name of the delinquent owner as shown on the records of the Association,
- (b) The legal description, street address, and number of the lot against which the lien is made,

- (c) The amount claimed as of the date of the recording of the notice including interest, lien recording fees, and reasonable attorney's fees,
- (d) The name and address of the Association.

In the event the Association records a Notice of Claim of Lien against a lot, the owner of such lot shall be obligated to pay to the Association a lien fee in such amount as may be established from time to time by the Board. The Associations' lien shall have priority over all liens or claims created subsequent to the recordation of the Notice of Claim of Lien, except for tax liens for the real property taxes on the lot, assessments on any lot in favor of any municipal or other governmental body, and the liens which are specifically described in Section 5.10 of this Declaration. Before recording a lien against any lot, the Association shall make a written demand to the defaulting owner for payment of delinquent assessments, together with interest and reasonable attorney's fees, if any. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand of claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, the Association may proceed with recording a Notice of Claim of Lien against the lot of the defaulting owner. The Association shall not be obliged to release any lien recorded pursuant to Section 5.9 until all delinquent assessments, interests, lien fees, and reasonable attorney's fees have been paid in total. The Association shall have the right, at its option, to enforce collection of any delinquent assessments together with interest, lien fees, reasonable attorney fees, and any other sums due to the Association in any manner allowed by law, including but not limited to:

- (a) bringing an action at law against the owner obligated to pay the delinquent assessments, and such action may be brought without waiving any lien securing any such delinquent assessments, or
- (b) bringing an action to foreclose the lien against the lot in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid at any foreclosure sale, and to purchase, acquire, hold, lease, mortgage, and convey any and all lands purchased at such sale.

Section 5.10 SUBORDINATION OF LEINS TO MORTGAGES. The lien of the Association for delinquent assessments, interest, and reasonable attorneys' fees provided for in this Declaration shall be subordinate to the lien of any mortgage. Any sale or transfer of a lot shall not affect the assessment of a lien. However, the sale or transfer of any lot pursuant to judicial or nonjudicial 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, but any assessments or charges against the lot which accrued prior to such sale or transfer shall remain the obligation of the owner of the lot at the time when such assessments and charges become due and payable. No sale or transfer shall relieve such owner from liability for any assessments after becoming due or from the lien thereof.

Section 5.11 EXEMPTION OF OWNER. No owner of a lot may exempt himself from liability for annual, supplemental, special, or extraordinary assessments levied against his lot, or for other amounts which he may owe to the Association under the Project Documents, by waiver and/or non-use of any of the common area and facilities, or by the abandonment of his lot.

Section 5.12 MAINTENANCE OF RESERVE FUND. The Directors of the Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common area.

Section 5.13 NO OFFSETS. All annual, supplemental, special, and extraordinary assessments shall be payable in accordance with the provisions of this Declaration, and no offsets against such assessments shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Project Documents.

Section 5.14 HOMESTEAD WAIVER. Each owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Arizona now in effect, or in effect from time to time hereafter.

Section 5.15 EXEMPTION OF UNSOLD LOTS. Notwithstanding anything herein to the contrary, no assessments shall be levied upon or payable with respect to any lot owned by Declarant until said lot has been conveyed by the Declarant to a purchaser thereof.

ARTICLE VI PERMITTED USES AND RESTRICTIONS

Section 6.1 RESIDENTIAL USE. All lots shall be used, improved, and devoted exclusively to single family residential use. Nothing herein shall be deemed to prevent the leasing of a lot to a single family from time to time by the owner thereof, subject to all of the provisions of the Project Documents. Any owner who leases his lot shall promptly notify the Association and shall advise the Association of the terms of the lease and the name of each lessee. All buildings or structures erected upon the property shall be of new construction and no buildings or structures shall be moved from other locations onto the property without the prior written approval of the Architectural Committee. Upon the transfer of title to the original purchaser of each lot, the purchaser, his heirs, executors, or assigns, shall have a 24-month period in which to commence construction of a single family residence upon said lot. In the event such construction has not commenced within said period of time, the developer/declarant shall have the privilege, but not the obligation, to repurchase the subject lot from the current owner at the original selling price of the lot. The developer/declarant shall provide said current owner with 30 days written notice of his intent to repurchase the said lot. The following building restrictions and restrictions on use shall apply: Except as erected or planned by the Declarant, no structure, including, but not limited to buildings, fences, walls, or other improvements, attached or detached from other structures, shall be erected, placed, altered, or maintained on any lot until the construction plans and specifications and a plan showing the location of the structure or plot plan have been approved by the Architectural Control Committee of the Association as to material, quality of workmanship, colors, and harmony with the external design and color of existing structures on the lot and on neighboring lots, and as to location with respect to topography and finished grade elevation. All owners shall be responsible to follow the guidelines for walls and landscaping as outlined by the Architectural Standards Documents.

Section 6.2 ANIMALS. No animals, birds, fowl, poultry, or livestock, other than reasonable number of generally recognized house or yard pets, shall be maintained on any portion of the property, and then only if they are kept, bred, or raised thereon solely as domestic pets, and not for commercial purposes. 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 so to be visible from neighboring property. Upon the written request of any Owner, the Board shall determine whether, for the purpose of this Section, a particular animal is a generally recognized house or yard pet, or nuisance, or whether the number of animals on any such portion of the property is reasonable. Any decision rendered by the Board shall be final and shall be enforceable to the same extent as other restrictions contained in this Declaration.

Section 6.3 ANTENNAS. No antennas 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 approved by the Architectural Committee. Television dishes with a 3' diameter maximum are

allowed.

Section 6.4 UTILITY SERVICE. Except as approved in writing by the Architectural Committee, no lines, wires, or other devices for the communication or transmission of electric current or power, including 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 by the Architectural Committee. 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 by the Architectural Committee.

Section 6.5 TEMPORARY OCCUPANCY. No trailer, basement, of any incomplete buildings, tent, shack, garage, or barn, and no temporary buildings or structure of any kind shall be used at any time on any portion of the property for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any such portion of the property shall be removed immediately after the completion of construction.

Section 6.6 MOBILE HOME. No mobile home or similar equipment shall be parked, kept, placed, maintained, constructed, reconstructed, serviced or repaired, on any street, lot, common area, or other property; provided, however, that the provisions of this Section shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee.

Section 6.7 AUTOMOBILES, TRUCKS, TRAILERS, CAMPERS, MOTORCYCLES, MOTORBIKES, BOATS, BOAT TRAILERS, MOTOR HOMES. Without the written approval of the Board, no automobile, truck, trailer, camper, motorcycle, motorbike, boat, boat trailer, motor home or other similar vehicle shall be parked upon any lot, common area, street, visitor parking or any other property within the project for a period exceeding twenty-four (24) hours. No automobile, truck, trailer, camper, motorcycle, motorbike, boat, boat trailer, motor home or other similar vehicle shall be constructed, reconstructed, serviced, or repaired on any lot, common area, street, visitor parking or any other property, so as to be visible whatsoever from neighboring property or streets. No inoperable vehicle may be stored or parked on any lot, common area, street, visitor parking or any other property so as to be visible whatsoever from neighboring property or streets. The restrictions in this Section do not apply to short-term emergency repairs of vehicles that have become disabled within the project.

Section 6.8 MOTORHOMES, LARGE COMMERCIAL TRUCKS, TRUCKS WITH CAMPER SHELLS, HOUSE TRAILERS, CAMPERS. Motorhomes, large commercial trucks, trucks with camper shells, house trailers, campers, and other similar equipment, particularly of a higher profile nature, are allowed within the project for vehicle loading /unloading and delivery/pick up only (and only for a period not exceeding twenty-four (24) hours). Such vehicles may not be occupied by overnight guests.

Section 6.9 NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any portion of the property, and no odors shall be permitted nor arise there from so as to render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other portion of the property or to its occupants. No nuisance shall be permitted to exist or operate upon such property or to its occupants. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other obnoxious sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any portion of the property.

Section 6.10 TRASH CONTAINERS AND COLLECTION. No garbage or trash shall be placed or kept on any property except in covered containers of a type, size, and style which are approved by the Architectural Committee. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection, and then only for the shortest time reasonably necessary to effect such collection. The Board shall have the right to require all owners to place their garbage or trash containers at a specific location for collection or to require all owners to subscribe to a trash collection service. All rubbish, trash, and garbage shall be removed from the lot and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any lot. No garbage or trash containers shall be kept or placed on any grass or other landscaped area.

Section 6.11 CLOTHES 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 property so as to be visible from neighboring property or streets.

Section 6.12 MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any portion of the property, except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a residence, appurtenant structures, or other improvements, and except that which the Declarant or the Association may require for the operation and maintenance of the property.

Section 6.13. RESTRICTION ON FURTHER SUBDIVISION AND TIMESHARES. 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 shall be conveyed or transferred by any owner without prior written approval of the Board. Neither the ownership nor occupancy of any lot shall be in time shares. No owner shall transfer, sell, assign, or convey any time share in his lot, and any such transaction shall be void. "Time Share" as used in this Section shall mean the right to occupy a lot or any one of several lots during five (5) or more separated time periods of less than thirty (30) days per period over a period of at least five (5) years, including renewable options, whether or not coupled with an estate or interest in a lot or a specified portion of a lot.

Section 6.14 SIGNS. No signs whatsoever (including, but not limited to, commercial, advertising, "for sale", "for rent", "open house", political, and similar signs) shall be erected or maintained anywhere on the property, including, but not limited to, the inside or outside of windows in any buildings located on the property, except

- (a) Such signs as may be required by legal proceedings;
- (b) Not more than two residential identification signs each of a combined total face area of seventy-two square inches or less for each lot;
- (c) One "for sale" or "for rent" sign not exceeding five square feet;
- (d) Such signs as may be approved from time to time by the Board;
- (e) Builder identification sign during construction until close of escrow not to exceed five square feet;
- (f) Such signs as are allowed in gated planned developments by law, and as allowed/limited in size and placement by law.

Section 6.15 DECLARANT'S EXEMPTION. Notwithstanding any other provisions of the Project Documents, it shall be expressly permissible for the Declarant or its duly authorized agents, employees, and representatives to maintain during the period of construction and sale of lots such facilities, structures, and signs as are necessary or convenient, in the sole opinion of the Declarant, to the sale of the lots, including, but without limitations, a business office, storage area, construction yards, construction trailer, model units, or homes and sale offices.

Section 6.16 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.

Section 6.17 DISEASES AND INSECTS. No thing or condition which could induce, breed, or harbor infectious plant diseases or noxious insects shall be allowed to exist on any lot, common area, or other property within the project.

Section 6.18 WATER FEATURES. Any water feature which is part of the common area is for aesthetic purpose only, and shall not be used for swimming, boating, wading, or any other type of water-related activity.

Section 6.19 SPRINKLER SYSTEMS AND LAWN AND GARDEN WATERING. No water utilized for irrigation of lawns and gardens or common areas within the project shall be allowed to flow in a continual fashion into the street, gutters, sidewalks, right of ways, neighboring lots, or adjacent land.

Section 6.20 PARTY WALLS. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of party walls on common lot lines shall be shared by the owners. In the event one owner elects to construct a party wall prior to the sale or occupancy of the adjoining lots, said owner shall be reimbursed by any new adjoining lot owners. It shall be up to the adjoining lot owners to agree upon the amount to be paid by each owner and the time for and method of payment. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal proportions to such use. The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors.

Section 6.21 MAIL BOXES AND YARD LIGHTING. All group mail boxes and yard lighting standards shall be built and installed as directed in the Architectural Standards Documents, and/or as provided by the Board.

Section 6.22 NATURAL GAS FACILITIES. The Declarant installed natural gas distribution facilities to serve each and every lot within the subdivision. As a part of the agreement with the utility which installed the facilities, every single-family dwelling must be connected to the gas main and gas is to be utilized for a minimum of space heating and water heating requirements. The Declarant may require any lot owner who does not use gas in such a manner to pay the Declarant for benefit of the utility an amount equal to the proportional per lot cost of construction of the distribution system by the utility of \$800.00. Said payment shall be due and payable at the close of escrow.

ARTICLE VII EASEMENTS

Section 7.1 UTILITY EASEMENTS. There is hereby created a blanket easement upon, across, over, and under the common area for all utilities, including, but not limited to, water, sewers, gas, telephones, electricity and a cable television system. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary facilities and equipment on the common area. This easement shall in no way affect any other easements on the common area.

Section 7.2 EASEMENTS FOR INGRESS AND EGRESS. Easements for ingress and egress are hereby reserved to the Declarant, the owners, and their family, guests, tenants, and invitees for pedestrian traffic through and across sidewalks, paths, walks, and lanes as the same from time to time may exist upon the common area, and for vehicles to drive over, through, and across such portions of the common area as from time to time may be paved and intended for such purposes; and for such other purposes reasonably necessary to the use and enjoyment of a lot or the common area.

Section 7.3 ASSOCIATION'S RIGHT OF ENTRY. During reasonable hours, the Association, any member of the Architectural Committee, any member of the Board, or any authorized representative of them shall have the right to enter upon and inspect any lot, excluding the interior of any residence located thereon, for the purpose of making inspections to determine whether the provisions of the Project Documents are being complied with by the owner or occupants of said lot.

Section 7.4 ASSOCIATION'S EASEMENTS FOR PERFORMING MAINTAINANCE RESPONSIBILITIES. The Association shall have an easement upon, across, over, and under the common areas and the lots for the purpose of repairing, maintaining, and replacing common area elements or utilities, and performing any maintenance or repairs which the Association elects to perform pursuant to Section 9.5 hereof.

ARTICLE VIII PROPERTY RIGHTS

Section 8.1 OWNER'S EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the common area. Said easement shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- (a) The right of the Association to adopt reasonable rules and regulations governing the use of the common areas and all facilities located thereon;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;
- (c) The right of the Association to suspend an owner's right to use the recreational facilities for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty(60) days for any infraction of the Project Documents;
- (d) The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by the members entitled to cast at least eighty percent (80%) of the votes entitled to be cast by all members in person or by absentee ballot at a meeting duly called for such purpose.
- (e) The right of Declarant and its agents and representatives, in addition to the rights set forth elsewhere in this Declaration, to the non-exclusive use, without charge, of the common area for maintenance of sales facilities, and display and exhibit purposes.

Section 8.2 DELEGATION OF USE. Any owner may delegate, subject to the Project Documents, his right of enjoyment to the common area, and the facilities located thereon, to the members of his family, his tenants, his guests, or invitees, provided such delegation is for a reasonable number of persons and at reasonable times. An owner who has made such a delegation of rights shall not be entitled to the use or enjoyment of the common area for so long as such delegation remains in effect.

Section 8.3 LIMITATIONS. 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 such owner's lot. Such right and easement of enjoyment in and to the common area shall be deemed to be

conveyed, transferred, alienated, or encumbered upon the sale of any owner's lot, notwithstanding that the description in the instrument of conveyance, transfer, alienation, or encumbrance may not refer to the common areas.

ARTICLE IX MAINTENANCE

Section 9.1 MAINTENANCE OF COMMON AREA BY THE ASSOCIATION. The Association shall be responsible for the maintenance, repair, and replacement of the common area and easement areas on Exhibit "A", and may, without any approval of the owners being required, take such actions as the Board deems necessary in order to maintain, repair, preserve, and protect the common areas and easement area including, without limitation, any of the following:

- (a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon the common area, including any water feature (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and repair of such area);
- (b) Construct, reconstruct, repair, replace or refinish any portion of the common area used as road, street, walk, driveway and parking area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and repair of such area);
- (c) Replace injured and diseased trees or other vegetation in the common area, and plant trees, shrubs, and ground cover to the extent that the Board deems necessary for the conversation of water and soil and for aesthetic purpose;
- (d) Place and maintain upon the common area such signs as the Board may deem appropriate for the proper identification, use, and regulation thereof.

It is specifically understood that the Association shall be responsible for the maintenance of landscaping and other appurtenant improvements located within all road right of ways. Except as herein provided, the Association shall have the right to change the nature and extent of any improvements located upon the common area. Notwithstanding anything herein to the contrary, the Association shall not, without written authorization from the City of Yuma, Arizona, fill, alter, or deviate from the plat or reduce the volume of storm water drainage required, nor shall they block, obstruct, or impede in any manner the flow of water to, across, or through the retention areas. Further, the Association shall not cause or suffer to be erected on the retention areas any building or structure without the City of Yuma's approval.

Section 9.2 MAINTENANCE OF LOTS BY OWNERS. Each owner shall be solely responsible for the maintenance, repair, and replacement of all improvements located on his lot including, without limitation, the following:

- (a) Exterior of his home including, without limitation, the roofs and exterior paint and/or stucco. The exterior stucco and trim shall remain the same original color throughout the La Quinta Development Project, unless changed by the Architectural Committee. In addition, the front yard landscaping must be maintained in good condition.
- (b) The interior of his home, including the interior of any yard, patio, garage, or other area enclosed by a fence or wall and the contents thereof, and any air conditioning unit, heating unit, hot water heater, and other fixtures and equipment which services his individual home. This obligation will include, without limitation, the maintenance, repair and replacement of windows, doors and all interior surfaces of the home, including, without limitation, floors, ceilings, interior wall surfaces, sheet rock (plaster board) or wall coverings;
- (c) Any fixture or pipes within his home and any utility lines or pipes from the lot line to his home;
- (d) Such landscaping as is located within any individual yard or patio or any other area enclosed by a fence or wall.

Section 9.3 DAMAGE OR DESTRUCTION OF COMMON AREA BY OWNERS. No owner shall in any way damage or destroy any common area or interfere with the activities of the Association in connection therewith. Any expense incurred by the Association by reason of any such act of an owner shall be levied against such owner and his lot by the Association as an extraordinary assessment pursuant to Section 5.6 of the Declaration. It is specifically understood that if, during the course of construction or subsequent to construction, any concrete sidewalks are cracked and or broken in any fashion, the owner of the lot which lies behind the broken area shall be responsible for the repair and or replacement of the broken concrete.

Section 9.4 TERMITE AND PEST CONTROL. The Association shall have the right, but not the obligation, to perform, or contract to have performed on behalf of the Association, termite and pest control service for the common area and the improvements located thereon. In the event the Association exercised its right under this Section to provide termite and pest control service, the cost for such service shall be a common expense of the Association and shall be assessed to the owners as part of the annual assessment levied by the Association. Each owner shall be responsible for performing, or contracting to have performed, such termite and pest control service for his lot as is necessary to keep his lot, and the improvements located thereon, free from termite and pest infestation.

Section 9.5 NONPERFORMANCE BY OWNERS. If any owner fails to maintain any portion of his lot and the improvements located thereon, which he is obligated to maintain under the provisions of the Project Documents, the Association shall have the right, but not the obligation, to enter upon such owner's lot to perform the maintenance and repairs not performed by the owner, and the cost of any such work performed by or at the request of the Association shall be levied against such owner and his lot by the Association as an extraordinary assessment pursuant to Section 5.6 of this Declaration.

Section 9.6 PAYMENT OF UTILITY CHARGES. Each home shall be separately metered for water, electrical, and gas service, and all charges for such service to the home shall be the sole obligation and responsibility of the owner of each lot. All bills for water and electrical service to the common area shall be billed to the Association, and the Association shall be responsible for the payment of such charges. The cost of water and electrical service to the common area shall be a common expense of the Association and shall be included in the budget of the Association.

ARTICLE X INSURANCE

Section 10.1 SCOPE OF COVERAGE. Commencing not later than the time of the first conveyance of a lot to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(a) Property insurance on the common area insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the common area, as determined by the Board; provided however, that the total amount of insurance after application of any deductibles shall not be less than eighty percent (80%) of the current replacement cost of the insured property, exclusive of the land, excavations, foundations, and other items normally excluded from a property policy;

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000. Such insurance shall cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the user ownership or maintenance of the common area and all other portions of the property which the Association is obligated to maintain under this Declaration, and shall also include hired automobile and non-owned automobile coverages with cost liability endorsements to cover

liabilities of the owners as a group to an owner;

(c) Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona;

(d) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association and the directors and officers thereof, or as is required by law.

The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(a) There shall be subrogation with respect to the Association, its agents, servants, and employees, and with respect to the owners and members of their household;

(b) No act or omission by any owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy;

(c) The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by the owners of their mortgagees or beneficiaries under deeds of trust;

(d) A "severability of interest" endorsement will be included which shall preclude the insurer from denying the claim of an owner because of the negligent acts of the Association or other owners;

(e) The name of the insured will be the La Quinta at Barkley Ranch Homeowners Association, Inc.;

(f) "Agreed Amount" and "Inflation Guard" endorsements will be included.

Section 10.2 CERTIFICATES OF INSURANCE. An insurer that has issued an insurance policy under this Article shall issue a certificate or a memorandum of insurance to the Association and, upon request, to any owner, mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association.

Section 10.3 FIDELITY BONDS. The Association shall maintain blanket fidelity bonds for all officers, directors, trustees, and employees of the Association, and for all other persons responsible for funds administered by the Association, including, without limitation, any management agent to whom the Association has some or all of the responsibility for the handling of such funds. The total amount of fidelity bond coverage shall be based upon the best business judgment of the Board, and shall not be less than the greater of the amount equal to (a) one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, (b) the estimated maximum amount of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond, (c) the equal to three (3) months assessments on all lots plus adequate reserve funds. Fidelity bonds obtained by the Association must also meet the following requirements:

(a) The fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or statement;

(c) The bonds shall provide that they may not be canceled or substantially modified (including cancellation from non-payment of premium) without at least ten (10) days prior written notice to the Association and each first mortgagee.

Section 10.4 PAYMENT OF PREMIUMS FOR INSURANCE ON COMMON AREA. Premiums for any insurance obtained by the Association covering the common area pursuant to Section 10.1 of this Declaration shall be included in the budget of the Association and shall be paid by the Association.

Section 10.5 INSURANCE OBTAINED BY OWNERS. Each owner shall be responsible for obtaining

insurance for his own benefit and at his own expense covering his lot, improvements thereon, personal property, and fixtures in his home, and providing personal liability coverage.

Section 10.6 PAYMENT OF INSURANCE PROCEEDS. With respect to any loss to the common area covered by property insurance obtained by the Association in accordance with this article, the loss shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association, and not to any mortgagee or beneficiary under a Deed of Trust. Subject to the provisions of Section 10.7 of this Declaration, the proceeds shall be disbursed for the repair or restoration of the damage to the common area.

Section 10.7 REPAIR AND REPLACEMENT OF DAMAGED OR DESTROYED PROPERTY. Any portion of the common area damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- (a) repair or replacement would be illegal under any state or local health or safety statute or ordinance, (b) owners owning at least eighty percent (80%) of the lots vote not to rebuild.

The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If the entire common area is not repaired or replaced, insurance proceeds attributable to the damaged common area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance, and the remainder of the proceeds shall be distributed to the owners on the basis of an equal share for each lot.

ARTICLE XI RIGHTS OF FIRST MORTGAGEES

Section 11.1 FIRST MORTGAGEE NOT LIABLE FOR PRIOR ASSESSMENTS. Any first mortgagee or any other party acquiring title or coming into possession of a lot through foreclosure of the first mortgage, purchase at a foreclosure sale or trustee sale, or through any equivalent proceedings, such as, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title free and clear of any costs for unpaid assessments and charges against the lot which became payable prior to the acquisition of such lot by the first mortgagee or other party. Any assessments and charges against the lot which accrue prior to such sale or transfer shall remain the obligation of the defaulting owner of the lot.

Section 11.2 FIRST MORTGAGEES RIGHT OF INSPECTION OF RECORDS. Any first mortgagee will, upon written request, be entitled to:

- (a) Inspect the books and records of the Association during normal business hours,
- (b) Receive within ninety (90) days following the end of any fiscal year of the Association a financial statement of the Association for the preceding fiscal year, free of charge to the requesting party
- (c) Receive written notice of all meetings of the members of the Association, and be permitted to designate a representative to attend all such meetings.

Section 11.3 LIMITATION ON PARTITION AND SUBDIVISION. No lots shall be partitioned or subdivided without the prior written approval of the holder of any first mortgage on such lot.

Section 11.4 PRIOR WRITTEN APPROVAL OF FIRST MORTGAGEES. Unless at least eighty percent (80%) of the first mortgagees (based upon one vote for each first mortgage owned) or the owners (other than the developer or builder) of the individual lots have given their prior written approval, the Association shall not be entitled to:

- (a) By act of omission, seek to abandon, partition, subdivide, sell, or transfer the common area owned, directly or indirectly, by the Association for the benefit of the lots. The granting of easements

for public utilities or for other public purposes consistent with the intended use of such common area shall not be deemed a transfer within the meaning of this Subsection;

(b) Change the method of determining the obligation, assessments, dues, or other charges which may be levied against a lot owner;

(c) By act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to the architectural design or the exterior appearance of lots, the exterior maintenance of lots, and the improvements located thereon, the maintenance of the common area, party walks, fences, and driveways, or the upkeep of lawns and planting in the project;

(d) Use hazard insurance proceeds for losses to any common area, other than the repair, replacement or reconstruction of such common area.

Section 11.5 IMPLIED APPROVAL OF FIRST MORTGAGEE With respect to any provision of the Project Documents which requires the approval of first mortgagees, a first mortgage shall be deemed to have approved a proposed action if such first mortgage fails to submit a response to any written request for approval of the proposed action within thirty (30) days after the request is made.

Section 11.3 NOTIFICATION TO FIRST MORTGAGEE OF DEFAULT BY OWNER. A first mortgagee, upon request, shall be entitled to written notification from the Association of any default in the performance of an owner of the lot subject to the mortgage of any obligation under Project Documents which is not cured within sixty (60) days.

Section 11.7 INSURANCE PROCEEDS AND CONDEMNATION AWARDS. No owner or any other party shall have priority over any rights of a first mortgagee of a lot pursuant to the mortgage in the case of a distribution to the mortgagor of insurance proceeds or condemnation awards for losses to or a taking of the common area.

Section 11.8 CONFLICTING PROVISIONS. In the event of any conflict or inconsistency between the provisions of this Declaration and any other provision of the Project Documents, the provisions of this Declaration shall prevail; provided, however, that in the event of any conflict or inconsistency between the different sections of this Declaration or between the provisions of this Declaration and any other provision of the Project Documents with respect to the number or percentage of owners or first mortgagees that must consent to an amendment of the Declaration, Articles, or Bylaws, the provision requiring the consent of the greatest number or percentage of owners or first mortgagees shall prevail.

ARTICLE XII GENERAL PROVISIONS

Section 12.1 ENFORCEMENT. The Association or any owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, representations, liens, and charges now or hereafter imposed by the provisions of this 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 12.2 SEVERABILITY. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 12.3 DURATION. The covenants and restrictions of this Declaration (as the same may be amended from time to time) shall run with and bind the property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for

successive periods of ten (10) years.

Section 12.4 AMENDMENT BY OWNERS. Subject to the provisions of this Declaration, this Declaration may be amended by a vote of sixty-seven percent (67%) or more of the total authorized votes in the Association. Any amendment must be recorded.

Section 12.5 AMENDMENT BY BOARD OF DIRECTORS . Notwithstanding anything to the contrary in this Declaration, the Board or the Declarant, so long as the Declarant owns any lot in the project, shall have the right to amend this Declaration without obtaining the approval or consent of any other owner or mortgagee in order to (a) conform the Declaration to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Veteran's Administration, or to (b) comply with any condition imposed by any lending institution as a condition to lending funds upon the security of any lot.

Section 12.6 VIOLATION AND NUISANCE. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by the Declarant, the Association, or any owner.

Section 12.7 DECLARATION OF LAW. Any violation of any state, municipal, or local law, ordinance, or regulation, penning to the ownership, occupancy, or use of any property within the project is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

Section 12.8 REMEDIES CUMULATIVE. Each remedy provided herein is cumulative and not exclusive.

Section 12.9 DELIVERY OF NOTICE AND DOCUMENTS. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

If to the Association:

La Quinta Homeowners Association, Inc.
4615 La Quinta Loop
Yuma, Az 85364

If to the Architectural Committee:

La Quinta Homeowners Association, Inc.
Attn: Architectural Committee
4615 La Quinta Loop
Yuma, Az 85364

If to an Owner:

To the address of his lot or to any other address furnished by the owner to the Association

If to the Declarant:

Declarant of La Quinta at Barkley Ranch
Attn: Bobby Kammann

2620 West 24th Street
Yuma, Arizona 85364

provided, however, that any such addresses 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. Each owner of a lot shall file the correct mailing address of such owner with the subsequent change of address.

Section 12.10 BINDING EFFECT. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for himself, 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 the Declaration and any amendments thereof. In addition, each such person, by so doing, thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the property, and hereby evidences his interest that all the restrictions, conditions, covenants, rules, and regulations contained in this Declaration shall run with the land and be binding in all subsequent and future owners, grantees, purchasers, assignees, lessees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the various subsequent and future owners. The Declarant or its successors, assigns, and grantees, covenants and agrees that the lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective lot, even though the description in the instrument of conveyance or encumbrance may refer only to the lot.

Section 12.11 MANAGEMENT AGREEMENT. The Association may (therefore not mandatory because may be cost prohibitive) maintain an agreement with a professional management company providing for the management of the Association and the project. Any agreement for professional management of the Association or the project or any other contract providing for services of the Declarant or other developer, sponsor, or builder of the project shall not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

Section 12.12 GENDER. The singular, wherever used in this Declaration, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions of women shall in all cases be assumed as though in each case fully expressed.

Section 12.13 TOPIC HEADINGS. The marginal or topical headings of the sections contained in this Declaration are for convenience only, and do not define, limit, or construe the contents of the sections of this Declaration.

Section 12.14 SURVIVAL OF LIABILITY. The termination of membership in the Association shall not relieve or release any such former member from any liability or obligation incurred in any way connected with the Association during the period of such membership, or impair any rights or remedies which the Association may have against such former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

Section 12.15 CONSTRUCTION. In the event of any discrepancies, inconsistencies, or conflicts between the provisions of this Declarant and the Articles, Bylaws, Association Rules, or Architectural Controls, the provisions of this Declaration shall prevail.

Section 12.16 JOINT AND SEVERABILITY. In the case of joint ownership of a lot, the liabilities and obligations of the joint owners set forth in or imposed by the Declaration shall be joint and several.

Section 12.17 ATTORNEY'S FEES. In the event the Association employs an attorney to enforce any lien granted to it under the terms of this Declaration or to collect any assessments or other amounts due from an owner, or to enforce compliance with or recover damages for any violation or noncompliance with the Project Documents, the prevailing party in any such action shall be entitled to recover from the party its reasonable attorney's fees incurred in any such action.

Section 12.18 DECLARANT'S RIGHT TO USE SIMILAR NAME. The Association hereby irrevocably consents to the use by other nonprofit corporations which may be formed or incorporated by the named Declarant, or the Declarant's optionee, of a corporate name which is essentially the same or deceptively similar to the name of the Association, provided one or more words are added to the name of such other corporation to make the name of the Association distinguishable from the name of such other corporation. Within five (5) days after being requested to do so by the Declarant, the Association shall sign such letter, documents, or other writings as may be required by the Arizona Corporation Commission in order for any other corporation formed or incorporated by the Declarant to use a corporate name which is essentially the same or deceptively similar to the name of the Association.

IN WITNESS WHEREOF, the undersigned, being the President of the La Quinta at Barkley Ranch Estates Homeowners Association, Inc., have set my hand this 29th day of August 2023



Michel Eilers
President

La Quinta at Barkley Ranch Estates Homeowners Association, Inc.

NOTARIZATION:

On this 8-29-23, before me, the undersigned Notary Public, personally appeared Michel Eilers who acknowledges himself to be the President of the La Quinta at Barkley Ranch Estates Homeowners Association, Inc., and who has lawfully executed the foregoing instrument for the purposes therein contained.

By: Michel Rae Eilers

SUBSCRIBED AND SWORN to before me this 8-29-23

Notary Public 

My Commission Expires: 10-19-25

