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DECLARATION OF CONDOMINIUM
AND
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PREMIER STORAGE CONDOMINIUMS OF YUMA, UNIT 2, LLC. PHASE III

"UnOfficial Copy"

DECLARATION OF CONDOMINIUM
AND
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PREMIER STORAGE CONDOMINIUMS OF YUMA, UNIT 2 LLC

This Declaration is made pursuant to and in compliance with A.R.S. §33-1201, et. seq., this 3 day of April, 2019 by PREMIER STORAGE CONDOMINIUMS OF YUMA, UNIT 2 LLC, an Arizona limited liability company, referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the fee owner of that certain subdivision known as Premier Storage Condominiums of Yuma, Unit 2 LLC Phase III.

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

WHEREAS, Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners who hold their interest subject to this Declaration, which is recorded in furtherance of establishing the general plan of condominium ownership for the Property and for establishing rules for the use, occupancy and

management thereof, all for the purpose of enhancing and protecting the value, utility, desirability, and attractiveness of the Property;

ARTICLE I DEFINITIONS

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

- (a) "Act" shall mean Section §33-1201, et seq., Arizona Revised Statutes, pertaining to Condominiums in the State of Arizona.
- (b) "Association" shall refer to Premier Storage Owner's Association of Yuma Unit 2, Inc., an Arizona not for profit corporation, whose membership shall include each Owner of a Condominium Unit in the Property and who function shall be to serve as the OWNER'S ASSOCIATION as defined in the Act. The Association is incorporated under the name of Premier Storage Owner's Association of Yuma Unit 2, Inc., and will remain so prior to the conveyance of a Condominium Storage Unit by Declarant.
- (c) "Association Rules" shall mean and refer to the rules and regulations adopted by the Association pursuant to this Declaration and in furtherance of the Bylaws and in accordance with the Act.
- (d) "Assessments" shall mean the charges against Owners to defray the Common Expenses as well as miscellaneous Special Assessments, Special Assessments for capital improvements and Special Assessments for the purpose of restoring and reconstructing the Property in the event of casualty, all as provided in this Declaration.

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

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

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

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

- (1) maintenance, management operation, repair and replacement of the Common Elements which are maintained by the Association;
- (2) deficiencies arising by reason of unpaid Assessments;
- (3) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;
- (4) utilities, including, but necessarily limited to electricity, trash pickup and disposal water (if any) landscaping services and related services.
- (5) insurance and bonds required by this Declaration or any additional insurance and bonds obtained by the Board in its discretion;
- (6) the establishment of reasonable reserves as the Board shall deem appropriate in its discretion;
- (7) other miscellaneous charges incurred by the Association or the Board pursuant to this Declaration, the Bylaws, or Association Rules in furtherance of the purposes of the Association or in discharge of the duties and powers of the Association.

(i) "Common Elements" or "Common Area(s)" shall consist of the entire property excluding the condominium storage units and the office condominium and restrooms.

(j) "Condominium Storage Unit" shall mean a part of the Property, designed or intended for independent use as a storage unit, together with the pro rata fractional interest in the Common Elements and any exclusive and non-exclusive easements appurtenant thereto. Each Condominium Storage Unit shall consist of the space enclosed and bounded by the horizontal; and vertical planes as shown on the Plat; provided, however, that no structural components of the building in which each Condominium Storage Unit is located, and no pipes, wires, conduits, ducts, flues, shafts or utility, water or sewer lines (if any) situated within such Condominium Storage Unit and forming part of any system serving one or more other Condominium Storage unit, shall be a part of the Units.

(k) "Declarant" shall mean PREMIER STORAGE CONDOMINIUMS OF YUMA, UNIT 2 LLC, an Arizona limited liability company."

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

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

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

(o) "Office Condominium Unit" shall refer to that Unit as designated on the Plat for use as an office, together with the Unit's pro rata share of the Common Elements.

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

(q) "Plat" means the recorded final subdivision plat of the Property submitted for this Condominium and showing thereon the Condominium Units, each of which is identified by a number. The original Plat was recorded at Fee 08251 on 4-3-, 2019 in the records of the County Recorder of Yuma County, Arizona. **8K309964-65**

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

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

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

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

ARTICLE II DECLARATION OF CONDOMINIUM

Section 1. PROPERTY SUBJECT TO THIS DECLARATION

Declarant is the owner of the real Property which is to be the subject of this Declaration

and which is to be held, transferred, sold, conveyed and/or occupied subject to this Declaration and which is more particularly described as in Exhibit "A" attached hereto and incorporated by reference herein as though fully set forth. Notwithstanding any language herein to the contrary, Declarant expressly reserves the right to add additional Real Property, which would be subject to this Declaration, to the extent same is permitted under applicable laws of the State of Arizona.

Section 2. DECLARATION. Submission. Declarant hereby submits and Subjects the Property to a Condominium pursuant to the Act, and in furtherance thereof, makes and declares the Restrictions contained in this Declaration, and Declarant hereby declares and agrees that the Property and all of the Condominium Units shall be held, conveyed, transferred, sold, leased, mortgaged, encumbered, occupied, used, and improved subject to the Restrictions, which Restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of Declarant, the Association, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors and assigns.

Section 3. DESCRIPTION OF PROJECT.

- (a) NAME. The property shall be known as
Premier Storage Condominiums of Yuma Unit 2 LLC.
- (b) DESCRIPTION OF THE SPACE OF THE BUILDING.
Multi-condominium unit buildings which are to be constructed upon the said real property and shall be comprised of Condominium Storage Units and one (1) office condominium unit.
- (c) CUBIC CONTENT SPACE OF CONDOMINIUM STORAGE UNITS. The horizontal boundaries of each Condominium Unit shall be the underside of the roof system and the top of the finished but undecorated floor. The vertical boundaries of each Condominium Unit shall be the interior of the finished but undecorated perimeter

walls located on the perimeter lines of the respective Condominium Units as shown on the Plat.

Each Condominium Unit shall be indented numerically as shown on The recorded Plat.

- (d) PHASED DEVELOPMENT. This project will be constructed in Phases. The first phase and second phase shall consist of Building 1 and Building 2 as shown on the Plat. The third phase shall consist of Building 3 as shown on the Plat. The fourth phase shall consist of Building 5 as shown on the Plat. The fifth phase shall consist of Building 6 as shown on the Plat. The sixth phase shall consist of Building 7 as shown on the Plat. The seventh phase shall consist of Building 4 as shown on the Plat. The eighth phase shall consist of Building 8 as shown on the Plat. The building comprising any phase shall not be considered part of the condominium unless and until construction shall have commenced on each such phase. At any stage of the development of the Property, the Common Elements shall always be considered to be owned by each Unit Owner in proportion to the number of Units existing at the time. The order of the phases can be altered as necessary.
- (e) DESCRIPTION OF COMMON ELEMENTS. The Common Elements shall consist of the entire Property excluding the Condominium Storage Units and the office condominium and restrooms.
- (f) FRACTIONAL INTEREST. Each Condominium Unit shall bear an undivided 1/516 fractional interest in the entire Condominium once all phases are commenced. Until then, at any stage of the development of the Property, the Common Elements shall always be considered to be owned by each Unit Owner in proportion to the number of units existing at the time.
- (g) MAINTENANCE BY OWNERS. Each Owner shall furnish and be Responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Condominium Unit, excluding any portion of the roof system and except as herein provided. Such obligation shall include, but not be limited to, the maintenance of all finish flooring and any other materials constituting and finished surface of floors, interior finished surfaces of the interior walls, repair and replacement of all doors; the maintenance of all utility lines serving in each Owner's Condominium Unit between the point at which the same enters the respective Condominium Unit and the points where the same joins the utility line serving other Condominium Units. An Owner may make non-structural alterations within his

Condominium Unit, but an Owner shall not make any structural or exterior alterations of the Common Elements.

- (h) UTILITIES. Any utilities including water, electrical and sewer Service (if any) for individual Condominium Units, will be metered to the Association with such utility charges to be the responsibility of the Association.

ARTICLE III OWNERS ASSOCIATION

Section 1. PREMIER STORAGE CONDOMINIUMS OF YUMA, UNIT

2 LLC, an Arizona limited liability company, organized under and by virtue of the laws of the State of Arizona governing limited liability companies, shall accept responsibility for and provide such necessary and appropriate action for the proper maintenance, repair, replacement, operation, management, beautification, and improvement of that certain property and improvements to be used in common by and for the benefit of the Owners of the Condominium Units constructed on said properties.

Section 2. Until such time as 490 Condominium Units in the above Described properties have been conveyed to the purchasers thereof, all right, discretion, power and authority herein granted to said Owner's Association and said Condominium Unit Owners through said Owners Association, including the right to collect assessments (excepting reserves for replacement) shall, at the option of Declarant, remain with Declarant directly or through said Owners Association. Upon the sale of not less than 490 of said Condominium Units, or unless earlier required by Declarant, all such right, discretion, power and authority shall be assumed by the Condominium Unit Owners who are then members of the Owners Association, through their Officers and Directors who shall be duly elected at such time.

Section 3. Until such time as Four Hundred Ninety (490) of the Condominium Units have been conveyed or transferred from Declarant to the purchasers thereof, Declarant shall be liable for any assessment referred to herein for any Unoccupied Condominium Storage Unit. In lieu, of payment of such assessment, Declarant will assume responsibility for month-to-month maintenance, repair, the management of Common Elements until these functions are assumed by the Owners. In the event Declarant shall not convey any Condominium Unit but shall utilize any Condominium Unit for rental use or any other beneficial use (except as a model), Declarant shall be liable for assessments referred to herein. For purposes of this paragraph, assumption of control of the Association is defined by having passed, conclusively, to the Owners, collectively, upon completion of the following requirements:

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

There shall be no outstanding or accrued debts against the Association at the time of assumption of control by the Owners beginning with the date of control of the Association by the Owners with the exception of ordinary office expense debt.

Declarant or its successor shall at no time be responsible for any assessment against Condominium Units or land not available for occupancy or available for occupancy

but unsold, except as in Article III, Section 3.

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

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

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

ARTICLE IV PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT.

Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Condominium Unit subject to the following provisions

- (a) The rights of the Association to suspend voting rights and right to use the common elements by an Owner for any period during which any assessment against his Condominium Unit remains unpaid and for a period not to exceed Sixty (60) days, for any infraction of this Declaration;
- (b) The right of the Association to dedicate or transfer all or any part of the Common areas to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed by 75% of the Owners to such dedication or transfer.
- (c) The right of Declarant (and his sales agents and representatives) to the non-exclusive use of the Common Area and the facilities thereof, for display and exhibit purposes in connection with the sale of Condominium Units which right Declarant hereby reserves. No such use by Declarant or its sales agents or representatives shall otherwise restrict the Owners their use and enjoyment of the Common Areas.
- (d) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas.
- (e) The right of the Association in accordance with its Articles and Bylaws to borrow money for the purpose of improving the Common Area and facilities thereon.

Section 2. DELEGATION OF USE. Any Owner may delegate, in

Accordance with this Declaration, his right of enjoyment to the Common Areas and Facilities to the members of his family or his tenants.

**ARTICLE V
MEMBERSHIP AND VOTING RIGHTS**

Section 1. MEMBERSHIP. Every Owner of a Condominium Storage Unit which is subject to the covenants of record and assessment and the owner of the Office Condominium Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment. The rights and obligations of an Owner and membership in the Association shall be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to such Unit or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process that is now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership shall operate to transfer said membership to the new Owner, and a reasonable charge may be assessed by the association for each such transfer.

Section 2. VOTING RIGHTS. All Owners shall be entitled to one vote for each Unit owned. When more than one persons hold an interest, all such persons shall become Members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit, and fractional votes shall not be allowed. In the event more than one vote is cast for a particular Unit, none of the votes shall be counted and said votes shall be deemed void. Developer Owners have six (6) votes per unit.

**ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. PERSONAL OBLIGATION OF ASSESSMENTS.

Each Owner of a Unit, except as provided by Article III, Section 3 hereof, by acceptance

of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as provided in the Articles and Bylaws. The monthly assessments and special assessments, late payment penalties, if any, together with interest thereon, and reasonable attorney's fees and costs of collection thereof, shall be continuing lien on the Unit. Each such assessment, together with interest, costs, reasonable attorney's fees and costs of collection, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due.

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

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

depreciation or obsolescence to Common Area elements.

Section 3. UNIFORM RATE OF ASSESSMENT. Both monthly and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

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

The initial monthly assessment, per Unit, shall be \$20.00; provided, however, that the Board of Directors or the Declarant may declare a different amount for the monthly assessment at such time as they desire.

Section 5. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of Three-Fourths (3/4) of the votes of members who are

voting in person or by proxy at a meeting duly called for this purpose.

Section 6. NOTICE AND QUORUM FOR ANY ACTION

AUTHORIZED UNDER SECTION 5. Written notice of any meeting called for the Purpose of taking any action authorized under Section 5 shall be sent to all members not less than Thirty (30) days nor more than Sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast Sixty Percent (60%) of all votes of the membership shall constitute a quorum. If the Required quorum is not present, another meeting may be called subject to the same notice requirement; and the required quorum at the subsequent meeting shall be One-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than Sixty (60) days following the preceding meeting.

Section 7. NONPAYMENT OF ASSESSMENTS – REMEDIES

OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Fifteen Percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES.

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 Unit shall not affect the assessment lien. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII ARCHITECTURAL CONTROL

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

ARTICLE VIII COMMON WALLS

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

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

- (c) In the event any such Common Wall or Walls are destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his agents, or tenants, it shall be the obligation of the Association to rebuild and repair such wall or walls.
- (d) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any Common Wall or Walls without the prior consent of the Board.
- (e) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a Common Wall or walls, or with respect to the bearing of the cost thereof, the Owners shall submit the dispute to the Board, the decision of which shall be final and binding on all Owners.
- (f) No Owner shall affix any load bearing item to any wall which Adds load to the wall, such as shelving and the like.

ARTICLE IX REPAIR AND MAINTENANCE

Section 1. BY OWNER. Each Owner of a Condominium Unit shall maintain, repair, replace, and restore at his own expense all portions of the Unit, including the doors, and such maintenance, repair, replacement or restoration shall be subject to control and prior written approval of the Association. No Owner shall remove, alter, injure or interfere with any shrubs, trees, or planting placed upon the Property by Declarant or the Association without first obtaining the written consent of the Association.

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

walks and other means of ingress and egress within the project. This shall include the exterior portions of the Units, and the buildings (except for the Units and doors), the land upon which the buildings are located; the airspace above the buildings, all bearing walls, columns, floors, roofs, slabs, foundations, storage spaces, doors, all water, pipes, ducts, conduits, wires and all other utility installation of the building, wherever located, except the outlets there of when located within the Condominium Units. The Association shall further be empowered with the right and duty to periodically inspect all Common Areas in order that minimum standards of repair, design, color and landscaping shall be maintained for appearance, harmony, and conservation within the entire project. The Board shall be the sole judge as to the appropriate maintenance of the Common Areas.

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

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

Section 4. REPAIR NECESSITATED BY OWNER. In the event that the Association determines that the Common Areas are in need of improvement, repair, restoration or painting, or that the landscaping is in need of installation, repair, or restoration which has been caused by an Owner, or any person designated by the Owner, then the Association shall give written notice to the Owner of the conditions complained of. Unless the Board has approved in writing corrective plans proposed by the Owner to remedy the condition complained of within such reasonable period of time as may be determined by the Board after said written notice is first given, and such corrective work so approved is completed thereafter within the time allotted by the Board, the Association shall undertake to remedy such condition or violation complained of. The cost thereof shall be deemed to be an assessment to such Owner and his Unit and subject to levy, enforcement and collection provided for herein or in Articles or Bylaws. The Association shall have the same right of entry in and upon all Common Areas and Units as defined. The Board shall have the sole right to determine whether any such costs expended by the Association were related to general maintenance or were repairs necessitated by an

Owner, and the determination of same shall be binding and final as to an Owner.

ARTICLE X EASEMENTS

Section 1. GENERAL EASEMENTS TO COMMON ELEMENTS.

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

Section 2. PUBLIC UTILITIES. Easements and rights over the

Property for the installation and maintenance of electricity lines, telephone lines, water lines, drainage facilities, and such other public utilities needed to serve the Property are hereby reserved by Declarant, together with the right to grant and transfer the same; provided, however, such easements and rights shall not unreasonably interfere with the use of the Common Elements and the Units by the Owners or their tenants.

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

Section 4. DEVELOPMENT EASEMENTS FOR DECLARANT.
Until all Units have been sold by Declarant, there are hereby reserved to Declarant, together with the right to grant and transfer the same to others, including Declarant's sales agents, representatives and assigns, easements and rights upon, across, over, under and through the Property for construction, display (including the use of the Condominium Storage Units as models), maintenance, sales and exhibit purposes (including the use of signs and other advertising devices) in connection with the erection and sale or lease of Condominium Units within the Property; provided, however, that no such use by Declarant or its agents shall otherwise restrict Owners in the reasonable use of their Units.

ARTICLE XI USE RESTRICTION

Section 1. STORAGE USE. A Condominium Storage Unit shall be used, improved, and devoted exclusively to storage uses. No activity, except passive storage, shall be allowed. No Condominium Storage Unit shall be used for the

purposes of manufacture, fabrication, sales (whether at wholesale or resale) or any other form of business, industrial or construction use, except that an occupant may store business inventory, materials, supplies and/or equipment. Said business storage must comply with the Premier Storage Condominiums of Yuma, Unit 2 LLC Property Association Rules. No Unit shall be allowed to be used, at anytime, for living Quarters or any residential use. Notwithstanding the foregoing, however, the Office Unit may be used for any ordinary office-type use, whether or not that use is related to the project, provided any such use shall not interfere with the free use of the Storage Unit.

Section 2. ANIMALS. No animals, whether fowl, poultry, livestock or domestic animals shall be allowed to reside or be maintained in any Unit.

Section 3. EXTERNAL FIXTURES. No external items such as, but not limited to, television and radio antenna, flag poles, clotheslines, wiring, insulation, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, sunshades, shall be constructed, erected or maintained on the Property, including any Buildings thereof unless approval is obtained in writing from the Board of the Association. The foregoing notwithstanding, nothing herein shall be construed as preventing Declarant and its agents and assigns from engaging in all forms of construction and sales activities within the Property.

Section 4. UTILITY SERVICE. No lines, wire, or other devices for the communication or transmission or electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any 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 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 by the Board.

Section 5. TEMPORARY STRUCTURES. No temporary buildings or structure of any kind shall be used at any time for a residence of this property.

Section 6. PARKING. Except for the Office Unit and unless otherwise permitted by the Board, no motor vehicle (including a motorcycle), trailer, camper, boat, or similar item, and no bicycle, shall be permitted to remain placed upon the Property unless parked or placed within the Unit, provided, however, temporary parking of motor vehicles may be permitted. For purposes hereof, "temporary parking" shall mean parking of vehicles belonging to Owners or agents parking of delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of goods and services to the Association or to the Owners and Occupants as well as parking of vehicles belonging to and being used by Owners, agents or Occupants for loading and unloading purposes. The Board may adopt Association Rules relating to the admission and temporary parking of vehicles within the Property, including the assessment of charges to Owners and Occupants who violate, or whose invitees, violate, such rules. Any charges to be assessed shall be special Assessments. Nothing herein shall be construed as preventing Declarant from using temporary structures or trailers for construction and/or sales Purposes or engaging in all forms of construction and sales activities within the Property.

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

Section 8. REPAIRS. No repairs of any detached machinery, equipment or fixtures, including without limitation motor vehicles, shall be made upon the Property.

Section 9. UNSIGHTLY ITEMS. All rubbish, debris or unsightly Material or objects of any kind shall be regularly removed from Condominium Units and shall not be allowed to accumulate therein or thereon. Refuse containers and machinery and equipment not a part of the Units, shall be prohibited upon any Condominium Unit unless obscured from view of adjoining Condominium Units and Common Elements. Trash and garbage shall be placed in containers by Owners and Occupants for removal from the Property in accordance with Association Rules applicable thereto adopted by the Board. Declarant will not provide for trash or refuse removal. The Board may adopt rules applicable to the provisions of this Section and their enforcement, including the assessment of charges to Owners and Occupants who violate, or whose invitees violate, such rules. Any charges so assessed shall be special Assessments. The foregoing notwithstanding, nothing herein shall be construed as Preventing Declarant and its agents and assigns from engaging in all forms of construction and sales activities within the Property.

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

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

Section 12. NUISANCES. No nuisance shall be permitted to exist to operate upon any property so as to be offensive or detrimental or any other property in the vicinity thereof or to its occupants. No rubbish, debris, material, or containers of any kind shall be placed or permitted to accumulate upon or adjacent to property and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or its occupants. 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 such property. The Board in its sole discretion shall have the right to determine the existence of any nuisance.

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

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

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

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

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

Section 18. COMPLIANCE WITH LAW. Except for the Office Unit, each Unit shall be used and occupied solely for storage purposes. No Unit shall be used for any purpose in violation of any state, federal or local statute or ordinance or of regulation, order, or directive of a governmental agent as such statutes, ordinances, regulations, or orders or directives now exist or may hereafter provide concerning the use and safety of the Unit and Common Areas. On the breach of any provision hereof by any Owner, the Association may, at its option, order such use to terminate, and that failing, enter upon the premises of the Unit and terminate such use.

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

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

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

ARTICLE XII INSURANCE

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

Section 2. HAZARD INSURANCE. The Board shall obtain a master or blanket policy of property insurance on the entire Property including the Units and the Common elements insuring the Property against loss or damage by fire and other hazard covered by the standard extended coverage endorsement, and against loss or damage by

sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage. Such master policy of property insurance shall be in a total amount of insurance equal to 100% of the current replacement cost, exclusive of land, excavations, foundations and other items normally excluded from such property policies.

Section 3. COMPREHENSIVE PUBLIC LIABILITY INSURANCE.

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

Section 4. WORKMAN'S COMPENSATION INSURANCE. The Board shall purchase and maintain in effect Workman's Compensation Insurance for all employees of the Association to the extent that such insurance is required by law.

Section 5. PREMIUMS. Premiums upon insurance policies purchased by the Board of the Association shall be paid by the Association as part of the Common Expenses.

Section 6. POLICY PROVISIONS.

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

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

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

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

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

(f) All policies must contain a waiver of subrogation by the insurer as

to any and all claims against the Association, Owners, Occupants and their respective agents and employees, and any defenses based on co-insurance or on invalidity arising from acts of the insured.

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

Section 8. INSURANCE OBTAINED BY OWNERS. An Owner and Occupant shall be permitted to insure his personal property against loss by fire or other casualty and may carry public liability insurance covering his individual liability for damage to persons or property occurring inside his Unit. An Owner may carry additional hazard insurance covering his Unit and improvements as well as additional liability insurance covering exposure from the ownership or use of the Common Elements.

ARTICLE XIII DESTRUCTION OF IMPROVEMENTS

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

- (a) The Board shall ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation to

to obtain performance and lien payment bonds.

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

(c) If the Board determines: (i) that insurance proceeds will cover eighty-five percent (85%) or more of the estimated cost of reconstruction, or (ii) that available insurance proceeds together with available reserves and/or a special Assessment equal to Twenty-five percent (25%) or less of the then aggregate annual regular Assessments for all Condominium Storage Units will completely cover the estimated cost of reconstruction, then the Board shall cause notice to be sent to all Owners setting forth such findings and informing said Owners and Lenders that the Board intends to commence reconstruction pursuant to this Declaration. In the event that at least twenty-five percent (25%) of the Owners based on one (1) vote for each Unit, object in writing to such reconstruction as indicated in such notice, the Board shall call a special meeting of the Owners pursuant to Section 2. In the event that the foregoing requirements are satisfied and the satisfied and requisite number of Owners do not object in writing to such reconstruction, the Board shall cause reconstruction to take place as promptly as practicable thereafter. In connection with such reconstruction, the Board shall levy a uniform special Assessment against each Owner at such time and in such amount as the Board shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.

(d) If the Board in good faith determines that none of the bids Submitted under this Section reasonably reflects the anticipated reconstruction costs, the Board shall continue to attempt to obtain an additional bid which it determines

reasonably reflects such costs. Such determination shall be made by the Board as soon as possible. However, if such determination cannot be made within Ninety (90)

days after the date of such destruction because of the unavailability or

unacceptability of insurance estimates, or reconstruction bid, or otherwise, the

Board shall immediately call a meeting of the affected Owners pursuant to Section 2.

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

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

Section 3. PROCEDURE FOR MINOR RECONSTRUCTION. If the cost of reconstruction is equal to or less than Ten percent (10%) of the face amount of insurance then carried under the Association's hazard insurance policy, then the Board shall contract with a licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the Property in conformance with the original plans and specifications, or if the Board determines that adherence to such original plans and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes, or other governmental rules or regulations then in effect, then such repairs or rebuilding shall be a kind and quality substantially equivalent to the original construction of such improvements.

Section 4. PROCEDURE FOR MAJOR RECONSTRUCTION. If the Cost of reconstruction is greater than Ten percent (10%) of the fact amount of insurance then carried under the Association's hazard insurance policy, all insurance proceeds, together with such amounts from available reserves or special Assessments as are needed to complete the cost of reconstruction, shall be paid directly to a bank or savings and loan located in Yuma County, Arizona, whose accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or the Successor to either agency, as designated by the Board, as trustee (hereinafter called the "Insurance Trustee") for all Owners and Lenders. Such proceeds shall be received, held and administered consistent with the provisions of this Declaration. Disbursement of such funds shall be made only upon the signatures of two members of the Board. As soon as practicable after notification of the receipt of insurance proceeds, the Board shall

enter into a contract with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed Units and Common Elements according to the original plans and specifications of said improvements or, if the Board determines that adherence to such original plans and specifications is impracticable or not in conformity with applicable statutes, ordinances, building codes, or other governmental rules and regulations then in effect, then of a quality and kind substantially equivalent to the original, construction of such improvements. The contract with such licensed contractor or contractors of a specified sum for performance and execution of the work therein described, and shall have provisions for periodic disbursement of funds, which shall be consistent with procedures then followed by prudent lending institutions doing business in Yuma County, Arizona. The Board may employ a licensed architect to supervise the repair and rebuilding to insure that all work, services and supplies are in conformity with the requirements of the construction contract.

Section 5. TERMINATION. If Seventy-five percent (75%) or more of the Owners elect not to proceed with the reconstruction at the special meeting held pursuant to Section 2, the Board shall divide the insurance proceeds and then available reserves into as many shares as there are then Units, said shares to be in the same proportion as the Owners' respective percentage interest in the Common Elements. If there are mortgages, deeds of trust, or other encumbrances remaining against any of the Condominium Units after disbursement by the Board of the proportionate share of insurance proceeds and available reserves, and such deficiencies are not paid by the respective Owner or Owners, the holders of any such mortgage, deed of trust, or other encumbrance must also execute and acknowledge such declaration in order to lawfully

withdraw the Property from the Condominium pursuant to the Act.

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

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

Section 8. PRIORITY. Nothing contained in this Article shall entitle an Owner to priority over any Lender under a lien encumbering his Unit as to any portion of insurance proceeds allocated to such Condominium Unit.

ARTICLE XIV GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, or any 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 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. SEVERALBILITY. Invalidation 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 3. COVENANTS TO RUN WITH THE LAND; TERM; AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the Condominium Units and Common Areas, for the term of Twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of Ten (10) years. This Declaration may be amended during the first Twenty (20) year period by an instrument signed by not less than Seventy-Five percent (75%) of the Condominium Unit Owners, and thereafter by an instrument signed by not less than a majority of the Condominium Units Owners. Any amendments must be recorded. Prior to the conveyance of the first Condominium Unit to an Owner other than a Declarant, this Declaration and any amendments thereto may be amended or revoked by the execution by Declarant of an instrument amending or revoking the same. Subsequent to the conveyance of the first Condominium Unit in the Property to an Owner other than Declarant, this Declaration may be amended by any group of Owners entitled to vote not less than Seventy-five percent (75%) of the total voting power of the Association.

Section 4. 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 is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

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

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

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

Section 8. ATTORNEY'S FEES. In the event any action is instituted to enforce any of the provisions contained in this Declaration, the Bylaws, or

Association rules, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorney's fees and costs of suit.

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

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

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

Section 12. NONLIABILITY OF OFFICIALS. To the fullest extent permitted by law, neither the Board nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on

account of any decision, approval or disapproval, course of action, act, omission error, or negligence if such Board member or officer acted in good faith within the scope of his or their duties.

Section 13. UNSEGREGATED REAL PROPERTY TAXES. Until

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

Section 14. USE OF FUNDS COLLECTED BY THE ASSOCIATION.

All funds collected by the Association, including Assessments and contributions to the Association paid by Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for non-profit purposes of the Association in managing, maintaining, caring for, and preserving the Common Elements and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for, and preserving the Common Elements and other than as a result

of expenditures made for the other permitted purposes as set forth in the Declaration).

Section 15. NOTIFICATION OF SALE AND TRANSFER FEE.

Concurrently with the consummation of the sale or other transfer of any Condominium Unit, or within Fourteen (14) days after the date of such transfer, any transferee shall notify the Association in writing of such transfer and shall accompany such written notice with a non-refundable transfer fee to cover Association documentation and processing. The transfer fee shall be equal to 2.5 times the then current regular monthly Assessment. The written notice shall set forth the name of the transferees and his transferor, the unit number of the Condominium Unit purchased or acquired by the transferee, the transferee's mailing address, the date of the sale or transfer, and the name and address of the transferee's Lender, if any. Prior to the receipt of such written-notice, all notices required or permitted to be given by the Association to the Owner shall be deemed to be duly made or given to the transferee if duly and timely made and given to the transferee's predecessor in interest. The transfer fee shall be the personal obligation of the new Owner and shall be secured by the lien. Notwithstanding the other provisions hereof, this Section shall not apply to a Lender who becomes an Owner by a foreclosure proceeding or any deed of assignment in lieu of foreclosure.

Section 16. EMERGENCY VEHICLES AND PERSONNEL.

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

Section 17. EXPANSION OF THE PROPERTY.

17.01 Reservation of Option to Expand.

Declarant intends to develop the Additional parcel on a phased basis by subjecting all or part of the Additional Parcel to this Declaration; however, Declarant may elect not to develop on subject all or any portion of the Additional Parcel to this Declaration. Without the approval of the Owners or the Association of existing Lenders, Declarant shall have the right to subject all or part of the Additional Parcel to this Declaration by Supplemental Declaration, and Declarant hereby reserves the right, privilege, and option to expand this Property under the name of Premier Storage Condominiums of Yuma Unit 2 LLC by adding one or more portions of the Additional Parcel on a phased basis together with improvements and fixtures located thereon and easements and rights appurtenant thereto as provided herein. However, Declarant shall be under no obligation to expand the Property, and no part of the Additional Parcel shall become subject to this Declaration unless and until a Supplemental Declaration shall have been executed and recorded to accordance with this Article.

17-02 Supplemental Declaration. A Supplemental Declaration shall be a written instrument in recordable form, recorded in the Office of the County Recorder of Yuma County, Arizona which subjects all or part of the Additional Parcel to the Property to this Declaration, and which incorporates by reference all of the Restrictions and other provisions of this Declaration, and which contains such other Provisions as are set forth in this Declaration relating to Supplemental Declarations.

17-03 When Irrevocably Committed to Declaration. Any portion of the Additional Parcel annexed pursuant to this Section shall become irrevocably committed to this Declaration on the date on which the first Lot within the annexed portion of the Additional Parcel is conveyed to a purchaser. If any Supplemental Declaration recorded pursuant to this Section divides the portion of the Additional Parcel being annexed into separate phases then each phase of the property being annexed shall become irrevocably committed to this Declaration on the date on which the first Unit within such phase is conveyed to a purchaser.

17-04 Additional Lots. The Declarant may elect to add Three hundred and ninety-two (392), or less additional Lots and Tracts ____ and ____ (Exhibit A) (or any of them) to the Property so that the aggregate number of total Lots and Tracts in the Property shall not exceed a maximum of Five hundred sixteen (516). All Additional Lots shall be used exclusively for Condominium purposes and such Additional Lots may be added in one or more phases as Declarant may determine consistent with the phased development.

17-05 Time Limitation. Declarant shall have the right to add the 396 or less Additional Lots and Common Areas (or any of them) to the Property by Supplemental Declaration; provided, however, the right and option of Declarant to add All or any part of the Additional Parcel and related Lots and Tracts to the Property shall Extend only for a Fifteen (15) year term commencing upon the date of this Declaration is originally recorded.

17-06 Compatible Construction: Substantial Completion.

Declarant covenants that all Buildings added to the Property, if any, shall be comparable In architectural style, floor plan, size and quality of construction and all Common Element improvements in additional phases shall be substantially completed prior to annexation.

17-07 Voting and Assessments. Class B voting rights for Declarant as provided herein shall become immediately effective as to the additional Lots upon the date of recordation of the Supplemental Declaration. Assessments for Additional Lots shall be handled in the manner prescribed in herein.

17-08 Insurance During Expansion. During construction of Additional Lots in any expanded phase, the Declarant must purchase (at Declarant's own expense) a liability insurance policy in an amount determined by The Current Insurance Provider to cover any liability to which Owners of existing Lots might be exposed.

17-09 No Assurances. Declarant makes no assurances as to the exact location of buildings and other improvements to be constructed on the Additional Parcel. Declarant makes no assurances as to the number of Lots which shall be added to the Property by annexation of all or any portion of the Additional Parcel, but the number of Lots added by any such annexation shall not exceed Five hundred and sixteen (516).

17-10 Elevations. Elevations for this phase being recorded is attached as Exhibit "B"

17-11 Required Approval. This Declaration may not be amended for the purpose of expanding the number of Lots within the Property (or merged with any successor subdivision) beyond that provided in this Section without prior written approval of the Declarant.

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

PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2 LLC.
An Arizona limited liability company.

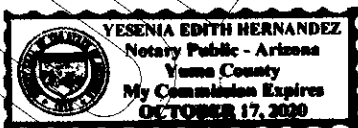
N. Bruce Jacobson
Managing Member

STATE OF ARIZONA)
)SS.
COUNTY OF YUMA)

The foregoing instrument was duly subscribed to and acknowledged before me this 27 day of March, 2019, by N. Bruce Jacobson managing member of Premier Storage Condominiums of Yuma Unit 2 LLC

Yesenia Edith Hernandez
Notary Public

My Commission expires: October 17, 2020



A SUBDIVISION OF THE AIR SPACE OF A PORTION OF THE NE¹/₄ OF SECTION 12,
T9S., R.23W., G.&S.R.B.&M., YUMA COUNTY, ARIZONA.

AREA -18.6302 ACRES

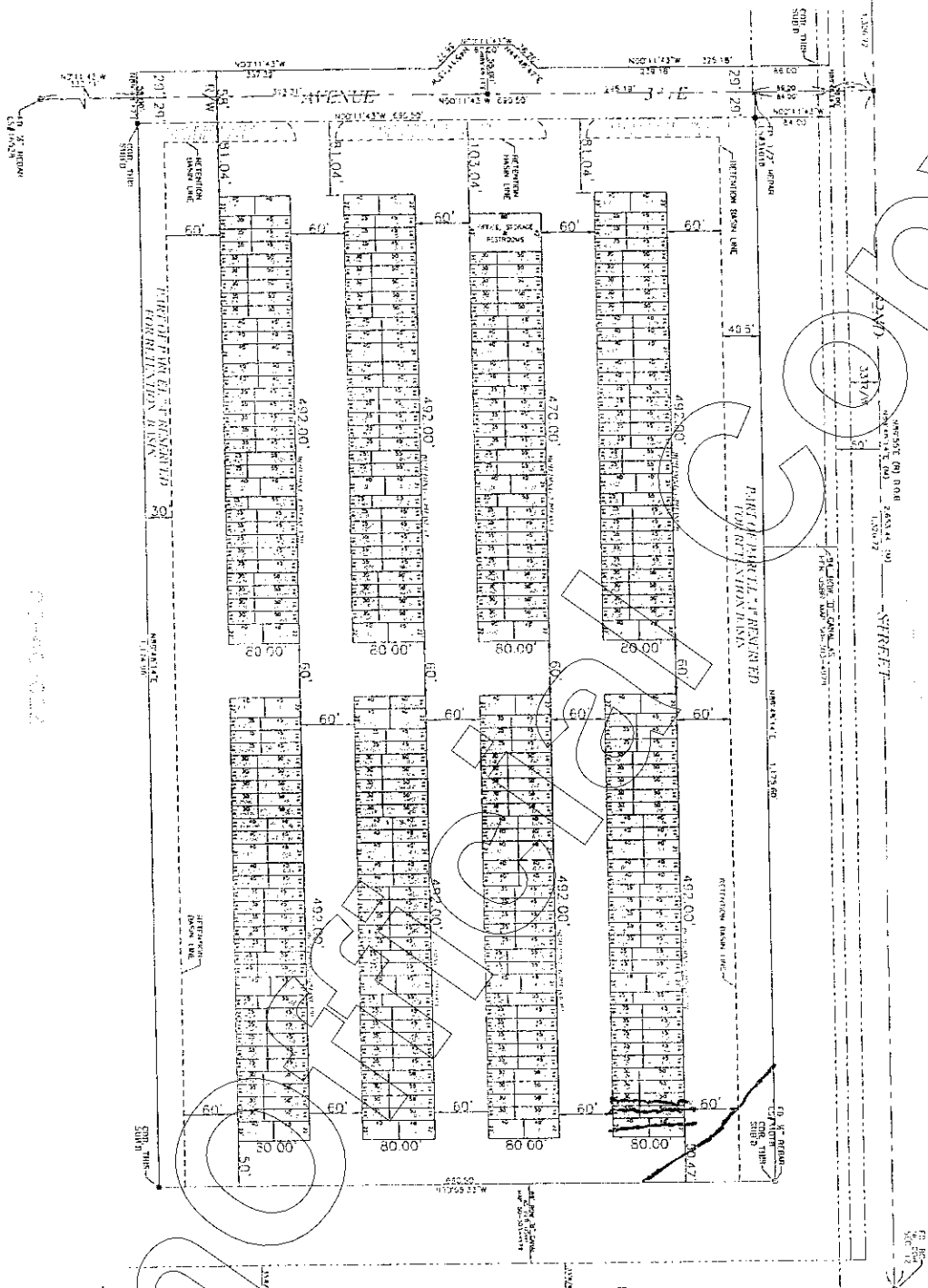
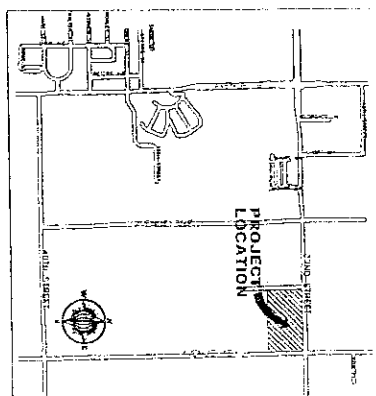


EXHIBIT "A"

VICINITY MAP
NTS

MAP NOTES

- — FRODO AS HOSTED
- — SET VALUE CHERRY STAMINATION MONUMENT
- NO. 4-030 OR AS MOVED
- — SET VALUE CHERRY STAMINATION STREET MONUMENT MONUMENT
- NO. 4-030 STAMINATION U.S. 1952
- ◆ — SET VALUE CHERRY STAMINATION MONUMENT
- ◆ NO. 4-030 STAMINATION U.S. 1952
- — FRODO VALUE CHERRY STAMINATION MONUMENT
- NO. 4-030 OR AS MOVED

POURQUOI LA VIE.
POURQUOI LA MORT.

CONTROLLED
AS NOTED.
0 P - 1100-PAGES OF DECLASSIFIED MATERIAL OF
INTEREST OR SEC. 12.795, 12.796, CLASS 011 DM

A5 SUFFICIENT FOR THE C.C.R. 1
FALLING AWAY 5-5-6

(u) - WASHINGTON

STANDARD UNIT 300015 6/14/71
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DATE

12/27/90

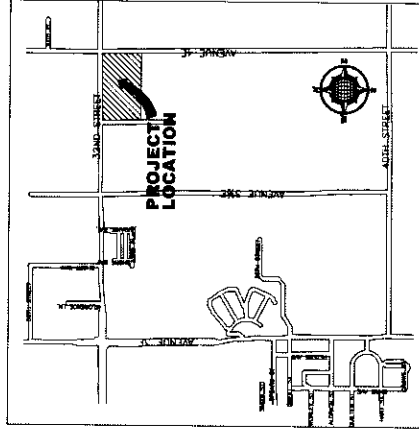
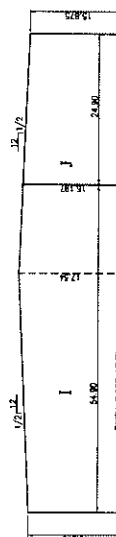
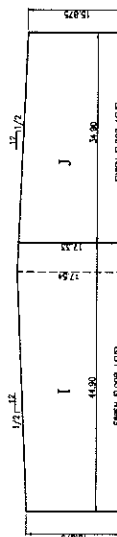
2000

100

PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2, PHASE III

A SUBDIVISION OF AIR SPACE OF A PORTION OF THE
NE 1/4 OF SECTION 12, T. 9 S., R. 23 W., G. & R.S.B. & M.
COUNTY OF YUMA, STATE OF ARIZONA

SCALE: 1" = 10'
0 10 20



PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2, LLC, PHASE III

A SUBDIVISION OF AIRSPACE OF PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2, LLC
PHASE III, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER
OF YUMA COUNTY, ARIZONA, RECORDED AT _____ AND ALSO BEING A
PORTION OF SECTION 12, T. 9 S., R. 23 W., G. & R.S.B. & M., COUNTY OF YUMA, STATE OF ARIZONA



DATE: 04/03/2019
JOB NO.: 2019-08252
PREPARED BY:
JACOBSON ENGINEERING
1345 5TH AVENUE
YUMA, ARIZONA 85404

EXHIBIT "B"