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**AMENDED AND RESTATED LA  
CASA ROYALE COVENANTS,  
CONDITIONS, RESTRICTIONS  
AND RESERVATIONS (CC&Rs)  
AS OF SEPTEMBER 15, 2021**

**These Amended and Restated CC&Rs supersede in their entirety the  
Amended and Restated CC&Rs recorded on March 2, 2005 at  
Document No. 2005-0258960.**

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**AMENDED AND RESTATED LA CASA ROYALE COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS (CC&Rs)  
AS OF SEPTEMBER 15, 2021**

La Casa Royale Improvement Association, as Arizona Non-Profit corporation, being the owner of the following common areas only, situated in the County of Maricopa, State of Arizona, to wit:

**Lots One (1) to Sixty Four (64) inclusive and Tracts A,B,C,D,E,F,G,H and I of LA CASA ROYALE, being part of the Southwest quarter (SW 1/4) of the Southeaster quarter (SE 1/4) of the Southeast quarter (SE 2/4) of Section 7, Township 2 North, Range 3 East, of the G&SRB&M, per map recorded in Book 123, page 17 of Maps, in the office of the County Recorder of Maricopa County, Arizona;**

And desiring to establish the nature of the use and enjoyment of said parcels, hereby declares that the following covenants, conditions, restrictions and reservations, shall attach to the said real property and every parcel or lot thereof and shall constitute covenants running of the land. These Amended and Restated CC&Rs supersede all previous CC&Rs and amendments thereto.

1. **Association's Responsibilities:** La Casa Royale Improvement Association shall do all things necessary for the general benefit and welfare of the property owners in La Casa Royale, and shall manage and maintain the common streets within the complex, walks, parks, recreations areas, including swimming pool, and other commonly owned lands, and do all other necessary things as set forth in the Articles of Incorporation and By-Laws of La Casa Royale Improvement Association.
  
2. **Carports:** All carports must be kept devoid of extraneous materials other than the City of Phoenix garbage/recycle cans and must not be used for purposes of storage. No off-road vehicles, boats, water skis and/or recreational equipment may be stored or parked in carports.

The following are allowed in carports:

- Vehicles – no more than (2);
- City of Phoenix garbage and recycle cans;
- Folding chairs removed daily;

The following require an Architectural Improvement or Modification submittal and approval:

- Patio furniture;
- potted plant;

- enclosed trash covers;

**3. Carport Sales:** There are to be no carport sales with the following exceptions:

- a) The first exemption permits a sale for those who have sold their townhome and are leaving the complex (may be held in the carport of the sold townhome).
- b) The second exemption is for estate sales following the death of a homeowner. (may be held in the carport of the deceased townhome homeowner).
- c) The third exemption allows two (2) community carport sales per year to take place on 11<sup>th</sup> Avenue between Rovey and Berridge Avenues. (Track I)

Written notification of the carport sales (a) or (b) must be given to the Board/Management Company at least one (1) week prior to the sale. Written notification of community sales (c) must be given to the Board/Management Company thirty (30) days prior to the sale.

- 4. Clubhouse:** A deposit of an amount set by the board and a usage fee, also set by the board is required to use the Clubhouse; reservations to be made through the designee posted on the Clubhouse bulletin board. All garbage must be removed from the Clubhouse and grounds immediately after the event. The deposit will be returned once the premises are left clean and orderly and after inspection by the Clubhouse reservation designee. The Clubhouse cannot be used for any commercial purposes, nor can it be rented by a non-resident. Upon request, use of the pool area is permitted as part of a Clubhouse event, but use of the pool is not exclusive during the event and other residents of La Casa Royale may use the pool during such event. Adult supervision in the pool area for those under sixteen (16) years is required at all times. Wet attire is not allowed in the Clubhouse. Alcoholic beverages are permitted, (see pool rules regarding the use of alcoholic beverages in the pool area) their use is done under the auspices of the host, not La Casa Royale Improvement Association. If the Association is sued by your guest(s), our insurance company will obtain restitution from you and your insurance company for all expenses. During your event, please respect your neighbors and keep noise to a minimum at all times.

- 5. Delinquency of Assessments:** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a delinquency charge of \$15 or ten percent (10%) of the monthly assessment (whichever is larger) shall be added, and the Association may bring an action at law against the Owner personally obligated to pay the same or place a lien against the Owner personally obligated to pay the same or place a lien against the property. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area or abandonment of their lot.

6. **Duration:** The restrictive covenants, conditions, limitations and agreements herein contained shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or occupying any parcel or lot in La Casa Royale after the date upon which this instrument has been duly recorded. The covenants, restrictions, conditions and reservations herein contained may be enforced by the Board of Directors of La Casa Royale Improvement Association, by the Owner of any parcel or lot, or anyone or more of said individuals and/or corporations, provided however, that the violation or breach of any, or any right of re-entry by reason thereof, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said parcel or lot, and except as hereinafter provided, each and all said covenants, restrictions and conditions shall be binding upon and effective against any Owner of said premises whose title thereto is acquired by foreclosure, trustee sale, or otherwise, and provided also that the breach of any said covenants, restrictions, reservations and/or conditions may be enjoined, abated, or remedied by appropriate legal proceedings, notwithstanding the existence of any lien, deed of trust or mortgage instrument. Any and all instruments of conveyance of any interest in all or part of the parcels or lots of La Casa Royale shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and/or conditions here set forth as fully as though said terms and conditions of this instrument were therein set forth in full: provided, however, that the restrictive covenants, terms and conditions of this instrument shall be binding upon all persons affected by the same, whether express reference is made to this instrument or not.
7. **Effective Period:** The terms, conditions, reservations, conditions and restrictions herein contained shall continue in full force and effect for a period of time ten (10) years from the date hereof. Thereafter they shall be deemed to have renewed for successive terms of five (5) years each unless revoked or amended by an instrument in writing executed and acknowledged by the Owners of not less than fifty-one percent (51%) of the parcels or lots concerned, which said instrument shall be recorded in the office of the County Recorder of Maricopa County, Arizona.
8. **Enforcement Proceedings:** Costs and Attorney Fees: If the Association incurs any attorneys' fees or costs in filing or enforcing the Association's documents or any legal or equitable enforcement proceeding regarding enforcement of the Association's documents, collecting of delinquent assessments, nuisance, homeowners disputes or problems, or any other proceeding, the Association is entitled to collect any attorneys' fees and costs it has incurred.
9. **Exterior Changes:** The Board of Directors must approve in writing all changes planned prior to any construction. Change requests are to be presented in writing at a monthly meeting.

**10. Failure to Maintain Premises:** Upon the failure of any Owner of a parcel or lot to maintain the premises and improvements thereon in a manner satisfactory to the Board of Directors of La Casa Royal Improvement Association, the Association through its agents and employees will send a notice to the owner. If the requested improvement(s) have not been made within the time frame referenced in the notice, the Association is hereby granted the right to enter upon such parcel or lot and to make such reasonable repairs, maintenance, rehabilitation or restoration of the premises deemed necessary. The cost thereof shall be charged against the Owner of said parcel or lot and if necessary, by a lien against said parcel or lot and if necessary, foreclosed by the La Casa Royale Improvement Association.

**11. Fines and/or Penalty:** The Association shall have the power to impose monetary penalties upon the Owner(s) of lots for violations of the Declaration, By-Laws and Rules and Regulations of the Association. This power shall apply to violations by the Owner(s) and the Owner(s) shall be liable for any violation committed by a family member, guest, tenant or other occupant of the unit. The amount of monetary penalties shall be determined based on the nature of the offense, the attitude of the offending Owner(s) and number of violations. The amount established by the Association's Board of Directors shall range from the minimum of twenty dollars (\$20) to a maximum of five hundred dollars (\$500) per occurrence. The Owner(s) in question shall be given an opportunity to be heard by the Board or it's enforcement committee appointed by the Board prior to the assessing of any monetary penalties, and written notice of said hearing shall be at least fifteen (15) days in advance of the hearing by regular mail or by hand-delivery at the last known address of the Owner(s). Once it has been determined that the Owner is guilty of a continuation violation, the Board may impose reasonable monetary penalties for each subsequent day of the violation and such continuing penalties shall remain in effect until the Owner(s) notify the Board that the violation has ceased and the Board has confirmed that this, in fact, is the case. Any penalties assessed against the Owner(s) may be enforced against the lot of the Owner(s) in the same manner established in the Declaration in regard to delinquent maintenance assessments and said Owner(s) shall be liable in this manner for all violations committed by family members, guests, tenants or any other occupant of the Owner.

**12. Garden Gates:** Garden Gates must be either:

- a) Black wrought iron with wood slats, slats to be painted to match wood trim of unit  
or
- b) Solid wood painted to match wood trim. Plastic or vinyl gates may be white or black if the trim color is not available.

All gates must be kept in good repair at all times.

- 13. Homeowner Data Sheets:** A homeowner data sheet is requested to be on file with the Board of Directors and/or designee (Management Company), so that the board may notify you, a family member or friend in case of emergency.
- 14. Improvements:** All improvements erected upon said premises shall be of new construction and no building or structures shall be moved from other locations unto said premises. NO improvement, whether a building, fence, wall, short wave antenna or other structure shall be commenced, erected or maintained on any parcel or lot until the plans and specifications for the same showing all construction details, including shape, height, materials, floor plans, location and approximate cost shall have been submitted and approved by the Board of Directors of La Casa Royale Improvement Association, and a copy thereof approved, shall be included in the minutes of said Board of Directors. Said Board shall have the right to deny approval of any improvement plans or specifications which are not, in its opinion, suitable or desirable for aesthetic or any other reasons. Among other things, the Board of Directors shall have the right to take into consideration the effect of any proposed structure or building and the materials of which the same is to be built upon the site where the same is proposed to be erected or constructed, the suitability of the same with the surrounding area and the effect of such structure or building upon any building fence, wall, short wave antenna or other structure, shall also be subject to prior approval of the Board of Directors.

Before beginning any improvements/changes to your parcel or lot, please request from either the Board of Directors or Management Company the form entitled "*Application for Approval of Architectural Improvement or Modification.*" Any changes to the exterior of the property not previously approved are subject to be removed or undone.

It is incumbent of the Owner to maintain records of any and all Architectural Improvement or Modification approvals.

- 15. Insurance:** Fire, liability and property insurance are provided for only the common areas. Fire, insurance, etc. for individual homes is the responsibility of the homeowner.
- 16. Invalidity of a Provision:** The invalidity of any one of the agreements, covenants, restrictions, reservations or conditions herein contained by judgement, decree or court order shall in nowise affect the validity of the remaining provisions of this instrument and the same shall remain in full force and effect.
- 17. Major Repairs and Renovations:** Those requiring use of dumpsters or storage container for more than one (1) day must notify the Board or Management company of estimated time of use.



**18. Mischievous Acts:** Mischievous acts or damage cost each resident money. Repairs for damage must come from the Association funds either directly or indirectly through insurance premiums when damage is covered by the Association's insurance policy. Any person(s) observed damaging property at La Casa Royale will be billed for expenses to cover repair or replacement. Adult residents are responsible for damage caused by their renter's, renter's guests or renter's children or their guests or guest's children. All residents are responsible for helping to stop mischievous acts and report them to the police or Board of Directors.

**19. Monthly Assessment:** The record owner of each property or lot in La Casa Royale shall pay to the La Casa Royale Improvement Association within ~~thirty~~(30) fifteen (15) days from the first (1<sup>st</sup>) of each month, a sum equal to the total of the following:

- 1) The pro-rata share of the actual cost to La Casa Royal Improvement Association of all maintenance, improvements and payment of taxes required herein
- 2) The pro-rata share of the actual cost to the La Casa Royal Improvement Association of recreational facilities as may be constructed and/or improved from time to time by said Association and
- 3) The pro-rata share of the cost as determined by the Board of Directors of La Casa Royal Improvement Association for the establishment and maintenance of a reserve for repair, maintenance, improvement and payment of taxes as required herein.

Notices for payment of any and all assessments may be posted monthly or at any other regular interval as may be fixed by the Board of Directors. In the event any such notice is not paid within thirty (30) days from the due date, the amount shall become a lien upon the parcel or lots against which such assessment was levied. Such lien may be enforced and foreclosed as provided in the Articles of Incorporation of La Casa Royal Improvement Association. Such lien shall be foreclosed in the manner provided by statute for the foreclosure of material men's liens.

Notwithstanding any provisions contained to the contrary, the Association shall not impose a regular assessment that is more than twenty percent (20%) greater than the immediately preceding fiscal year's assessment without the affirmative vote of fifty one percent (51%) of the members voting in person or by proxy at a meeting called for such purpose.

**20. Nuisance:** A nuisance may result when the land of one owner is used in a way that unreasonably or unlawfully interferes with neighboring owner's use of their land. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Association reserves the right to fine anyone who causes a nuisance after notice of the violation and an opportunity to be heard, and file a lawsuit against an owner who causes a nuisance. In the event an owner is taken to court by the Association for causing a nuisance, all attorney's fees and cost will be the responsibility of the owner.

**21. Ownership:** Ownership of the parcels or lots in La Casa Royale shall be evidenced by a deed to the parcel or lot and only resident dwelling units will be constructed on the property. The La Casa Royal Improvement Association, a non-profit corporation organized under and by virtue of the laws of the State of Arizona governing non-profit corporations, shall provide such necessary and appropriate action for the proper maintenance and upkeep of commonly held areas shown on the site plan of La Casa Royale. Ownership of a parcel or lot in La Casa Royale entitles said owner to membership in the Improvement Association.

**22. Party Walls:** Each parcel or lot owner shall be subject to the following limitations and restrictions with respect to party walls constructed within the development, if any, as follows:

- a) Every wall which is built as part of the original construction within the property of La Casa Royale and placed in the dividing line between separate parcels or lots shall constitute and be considered a party wall, and as to such wall each of the owners immediately adjacent shall assume the obligations and shall be entitled to the rights and privileges of these restrictive covenants and to the rights, duties and obligations as set forth in the Articles of Incorporation of La Casa Royal Improvement Association and by the By-Laws of said corporation and to the extent not inconsistent herewith the general rules of laws regarding party walls.
- b) If any party wall is damaged or destroyed through the act or acts of any adjoining owner or his agents, guests or member of his family, whether such act is willfully negligent or accident, such owner shall forthwith proceed to rebuild or repair the same to as good a condition as formerly without cost to the adjoining owner. The failure to forthwith institute rebuilding or repairing of such party wall shall be sufficient reason for the Board of Directors of La Casa Royale Improvement Association to rebuild or repair the same and charge to parcel or lot of the responsible owner under the provisions of the Articles of Incorporation of La Casa Royal Improvement Association and paragraphs above set forth.
- c) Any party wall damaged or destroyed by some act of event other than that produced by one of the adjacent owners, his agents, guests, or family shall be

rebuilt or repaired by both adjoining owners to the same good condition as formerly, at their joint and equal expense and as promptly as reasonably possible. The failure of adjoining owners to make such rebuilding or repairs as are reasonably necessary shall be sufficient reason for the Board of Directors of Las Casa Royale Improvement Association to rebuild or repair said party wall and charge the parcels or lots of both adjoining owners as provided in the Articles of Incorporation of La Casa Royale Improvement Association and paragraphs herein above set forth.

- d) Any owner of a parcel or lot who proposes to modify, rebuild, repair or make additions to his own residence or any structure upon his parcel or lot in any manner which requires the extension, alteration or modification of any party wall shall first obtain the written consent of the adjacent owner, in addition to meeting the requirements of these restricting covenants, building codes or similar ordinances of any governmental body effect and the requirements of the Articles of Incorporation and By-Laws of La Casa Royale Improvement Association.
- e) In the event of a disagreement between owners of adjoining parcels or lots with respect to repair, reconstruction or maintenance of a party wall or with respect to sharing the cost of repairing, rebuilding or maintaining the same, then upon the written request of either said owners to the Board of Directors of La Casa Royale Improvement Association, the matter shall be submitted to said Board for arbitration under such rules as may be from time to time adopted by the Board. If no such rules are adopted, or the Board refuses to act, then the matter shall be submitted to three (3) arbitrators, one chosen by each of the owners and the third by the two so chosen by each of the owners, or if they cannot agree within five (5) days, the third arbitrator shall be the judge of the Maricopa County Superior Court. A determination of the matter signed by any two of three arbitrators shall be binding upon all persons.
- f) No private agreement of any adjoining property owners shall modify or abrogate any of these restrictive covenants nor the obligations, right, duties and limitations set forth upon the individual parcel or lot owners by reason of the articles of Incorporation of La Casa Royale Improvement Association or By-Laws thereof.
- g) The covenants and agreements herein contained shall be binding upon the heirs, administrators, successors and assigns of the owners, but no person shall be liable for any act or omission respecting the covenants herein contained, except such as took place while such person was an owner.

**23. Drainage Holes on Back Patios.** The drainage holes on each end of every back patio are to be kept open and debris-free in order to allow the free flow of water during heavy rains. The failure of an owner to keep these openings free of debris may result in fines should flooding occur to adjacent parcels due to lack of drainage.

**24. Pets.** No animals shall be kept on the premises other than household pets. Pets are defined as either cats or dogs. People owning animals must respect their neighbor's rights to quiet by keeping pet noise to a minimum.

Dogs: Dogs must be kept on leashes at all times when in the common areas and not permitted to roam free, regardless of the time of day or night. Owners are responsible for cleaning up after pets.

Cats: Cats must not be allowed to roam free at any time.

Any homeowner in violation of the above will be notified the first time with a posted warning letter. Any additional violations will be subject to a twenty-five dollar (\$25) fine per incident.

**25. Real Estate Signs:** Real estate signs will be permitted in front of any unit up for sale. The homeowner or entity having power of attorney over any unit will be wholly responsible for any damage done in the course of placement of any signage. La Casa Royale Improvement Association will be responsible for placement of "Townhouse For Sale" signs at the two (2) entrances to the complex. All disclosures required by Arizona Law will be provided to the title company in a timely manner by the Management Company.

Procedure for Real Estate Signs:

1. The President of the Board of Directors or the Management Company shall be notified of any unit being placed on the market by the owner or owner's legal representative. The following information will be required at that time:
  - a. Real Estate's agent's name, company affiliation and the telephone number.
  - b. Whether the unit will be on lock box and if unit is occupied or vacant.
  - c. Emergency phone numbers, if vacant.
2. A refundable deposit as determined by the Board will be required to be placed with the Treasurer or Management Company prior to any signs being put up to cover any damage done to the sprinkler system or to the landscaping. Any damage to the property by the placement and/or removal of sign(s) will be paid to the Association by the homeowner/Realtor. The escrow or title company must be made aware of this stipulation and notified immediately if any damage from the placement and/or removal of sign(s) occur. Under no circumstances are "For Sale" signs allowed on the common area facing Bethany Home Road.

3. Notification of any "Open House" must be given to the President prior to the event. Freestanding "Open House" signs may be placed at the two entrances for the day of the event only.

**26. Renters – Lease Requirements:** A statement must be included in the renter's lease that adherence to the rules is a requirement of the lease, and a copy of the CC&Rs must be attached as part of the lease. The homeowner is responsible for providing each new tenant with a copy of these CC&Rs. Landlords are required to give written notification to the Board of Directors or Management Company when renters change. The above requirements are for the protection of the owner as well as for the common protection of the Association.

The percentage of rental homes in the community is not to exceed fifteen percent (15%) at any time (10 units). The association or Management Company may establish a waitlist if deemed necessary by the Board. The renter's lease must include language that adherence to the Association's rules is a requirement of the lease and a copy of the most recent CC&Rs and/or any amendments must be attached as part of the lease. The homeowner is responsible for providing each new tenant with a copy of these CC&Rs. Landlords are required to give written notification to the Board of Directors or Management Company, identifying renter's name and when there is a change of renters. The above requirements are for the protection of the owner as well as for the protection of the Association.

Short-term or vacation rentals (such as Air B&B) or sub-leasing are not permitted. No unit may be leased for a limited period of time as determined by the Board.

**27. Rules and Regulations:** Rules and regulations are created and reviewed on an ongoing basis by the Board of Directors and the Rules and Regulations committee.

**28. Screening Areas:** All screening areas, whether fences, hedges or walls, shall be erected or maintained upon the parcel or lots in accordance with the original construction of the buildings located on said premises or as approved by La Casa Royale Improvement Association, as hereinafter set forth.

**29. Signs:** No signs of a commercial nature (except for "For Rent" or "For Sale" signs on parcels or lots) shall be allowed, and no billboard, store, office or other place of business of any kind shall be placed or permitted to remain on any said parcels or lots, nor shall any theater, bar, restaurant, saloon or other place of entertainment be erected or permitted upon the premises or any part thereof and no business or profession of any kind or character whatsoever shall be conducted from any residence nor shall any unsightly object or nuisance be erected, placed or maintained on any said parcels or lots, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the holder of any parcel. The La Casa Royale Improvement Association shall have the right to make

reasonable Rules and Regulations regarding the use of signs within the Association and use of common areas in the Association.

- 30. Speed Limits:** Speed limit shall not exceed 10 miles an hour on any street inside the complex.
- 31. Tenant Registration Form:** Prior to the commencement of any lease, it is mandatory that the property owner(s) who has/have a tenant must have the tenant fill out a "Tenant Registration Form" and it is mandatory that the property owner(s) sign the "Tenant Registration Form." In addition, the tenant will agree to abide by the Articles, By-Laws and CC&Rs of La Casa Royale Improvement Association, Inc. Any violation of the terms and conditions listed in these documents provides for immediate action as provided in these documents.
- 32. Title:** La Casa Royale Improvement Association shall hold title to any tracts, parcels of land or lots as may be required by it and be set aside and maintained for use, enjoyment or convenience of the owners of parcels or lots in La Casa Royale.
- 33. Trees & Plantings:** All trees and plants must be maintained as not to overhang into an adjacent property, nor shall any plant drop leaves or other debris onto adjacent property or common grounds. At no time should a plant or tree create a nuisance to either neighbors or landscaping crews, or create damage to block walls. It is recommended that all trees be planted at least three (3) feet from a wall. Any damage to walls either from falling/leaning trees or from root systems will be the offending homeowner's responsibility to repair. Owners of fruit trees are responsible to keep fruit picked up off the ground in a timely manner in order to avoid rodents and other pests.
- 34. Uniformity of Appearance:** The appearance and upkeep of the exterior and roof of each unit is the responsibility of each homeowner. All units must be kept neat and in good repair. All homes must be kept uniform in appearance. Any violations of the above, noted by The Board or Management Company will have a written letter posted to the homeowner. The homeowner will be advised of the date of the next Board meeting at which time they will be given the opportunity to be heard. If the situation is not remedied within 45 days of said Board meeting: a fine of \$50 per month will be levied with a maximum of six (6) months. If the situation has not been remedied at the end of six (6) months, the Board will have the repair or painting performed at the homeowner's expense and a lien will be placed on the property for all expenses and outstanding fines. These fines will be collected in the same manner as unpaid fines.
- 35. Unsightly Objects:** Each parcel or lot shall be maintained free of rubbish, trash or garbage and the same shall be removed from the premises and not allowed to accumulate thereon, or be kept screened by an adequate planting or fencing so as to conceal the same from the adjacent parcels or lots and streets.

- 36. Use:** Said premises shall be for residential use only, and construction thereon is restricted to single-family dwellings or apartments, and no business or professional uses or activities of any kind whatsoever shall be permitted or conducted upon said premises without the prior written approval of the association.
- 37. Vehicles:** No vehicles shall be parked as to restrict entrance or exit to a carport, or present a hazard to pedestrians or other vehicles. On street parking is not allowed on a permanent basis by homeowners, tenants or guests. Extra vehicles must park off the premises. Guests/visitors may park on the street for a maximum of seven (7) days. Workmen or moving vans are exempt, but should be moved promptly if requested. At no time shall a vehicle park on the grass due to possible damage to the sprinkler system. A motor home may be parked in the front of a home for no more than 72 hours allowing for packing and unpacking. Under no circumstances shall the motor home cause a hazard or restrict traffic.
- 38. Water:** At no time should you drain a spa, or relieve flooding conditions that may create a nuisance or damage common areas or your neighbor's property.
- 39. Work and Repair:** It is the responsibility of the homeowner to notify the Management Company of scheduled work or repairs to their property that requires more than one (1) day on the premises. It is also the responsibility of the homeowner to provide proper bathroom facilities. The common areas of the community may not be used by workmen at any time. At no time should a workman leave the grounds or roads in a messy condition. Any breakage done by workmen or repair persons is the homeowner's responsibility. Any violation letters will be prepared and sent to the homeowner upon Board approval only.

**CERTIFICATION**

Pursuant to ARS §10-3708 Action by Written Ballot, the undersigned President and Secretary of the La Casa Royale Improvement Association hereby certifies that more than fifty-one percent (51%) of the parcels or lots voted in favor of this Amendment, and that copies of such ballots are in the corporate records of the Association.

By: *Jeff Hershey*  
Jeff Hershey President

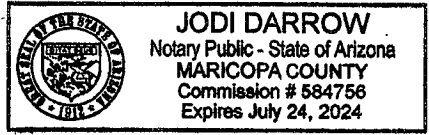
STATE OF ARIZONA )  
 ) ss.

County of Maricopa )

The foregoing instrument was acknowledged before me this 12 day of October ~~2020~~<sup>2021</sup>, by the President of the La Casa Royale Improvement Association, who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained.

*Jodi Darrow*  
Notary Public

My Commission Expires:  
July 24, 2024



By: *Lori Grobe*  
Lori Grobe Secretary

STATE OF ARIZONA )  
 ) ss.

County of Maricopa )

The foregoing instrument was acknowledged before me this 12 day of October ~~2020~~<sup>2021</sup>, by the Secretary of the La Casa Royale Improvement Association, who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained.

*Jodi Darrow*  
Notary Public

My Commission Expires:  
July 24, 2024

