

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF  
CARRIAGE PARC ESTATES HOMEOWNERS ASSOCIATION**

---

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARRIAGE PARC ESTATES HOMEOWNERS ASSOCIATION (the "Amendment") is made as of this \_\_\_\_ day of \_\_\_\_\_ 2020 by CARRIAGE PARC ESTATES Homeowners Association, an Arizona nonprofit corporation (the "Association").

**WITNESSETH**

WHEREAS, that a Declaration of Covenants, Conditions and Restrictions for CARRIAGE PARC ESTATES was recorded on June 15, 1993, at recording number 93-0379140 (the "Declaration"), which Declaration was extended by Declarations of Annexation recorded on January 6, 1994 at recording number 94-0014719 and June 21, 1994 at recording number 94-0486621, records of Maricopa County, Arizona, governing tracts A through E (lots 1-136), CARRIAGE PARC ESTATES, according to the Plat of record in the office of the Maricopa County recorder in Book 360, Page 16 of Maricopa County Arizona;

WHEREAS, Article V, Section 5.11 of the Declaration was amended by an amendment recorded on October 8, 2013 at recording number 2013-0892112, records of Maricopa County, Arizona (the "Original Amendment"); and by an amendment recorded on May 18, 2016 at recording number 2016-0341295, records of Maricopa County, Arizona (the "Second Amendment");

WHEREAS, pursuant to Article VIII, Section 8.7 of the Declaration, the Declaration may be amended by an instrument in writing, executed and acknowledged by the then Owners of not less than sixty-seven percent (67%) of the Lots in the Project; and

WHEREAS the membership of the Association desires to amend the Declaration and supersede the Original Amendment and the Second Amendment; and

WHEREAS, this Amendment has been approved by 67% of the Owners of the Lots within the Association;

NOW, THEREFORE, the Declaration is hereby amended, the Original Amendment is superseded in its entirety and Article V, Section 5.11 of the Declaration shall be replaced in its entirety with the following language:

**SECTION 5.11:      VEHICLES**

No commercial vehicle shall be parked in front of a Lot or in a front driveway or otherwise on a Lot where it can be seen from any street, except for temporary parking only, for a maximum of six (6) consecutive hours and no more frequently than twice in any five (5) day period and no more frequently than four (4) times within a thirty (30) day period.

Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Committee.

No "Recreational Vehicle" (including, without limitation, campers, boats, trailers, mobile homes or similar type vehicles) shall be parked in front of a Lot or in a front driveway or otherwise on a Lot where it can be seen from any street, except for temporary parking only for the express purpose of loading and unloading the Recreational Vehicle, for a maximum of thirty - six (36) consecutive hours and no more frequently than twice in any seven (7) day period and no more frequently than four (4) times within a thirty (30) day period.

Notwithstanding the foregoing, a Recreational Vehicle may be parked behind the R-V gate of a Lot with the following stipulations:

The exterior of any Recreational Vehicle properly located behind the R-V gate of a Lot must be kept in good condition and repair with no cracking or fading and must be kept clean at all times.

Any Recreational Vehicle properly located behind the R-V gate of a Lot may be covered with a commercially made cover (no tarps, or similar) that fits and matches the approved home color schemes of the neighborhood (neutral colors). The Recreational Vehicle cover must be maintained so that there are no visible holes, tears, or fraying.

Any Recreational Vehicle properly located behind the R-V gate of a Lot must be owned by a person living on the Lot where the Recreational Vehicle is parked. The owner of the Recreational Vehicle must provide the Association a copy of the vehicle title for the Recreational Vehicle evidencing proof of ownership.

A maximum of two (2) Recreational Vehicles may be parked behind the R-V gate of a Lot at the same time, however, the Recreational Vehicles so parked may not be of the same type.

No Recreational Vehicle may be used as a temporary or permanent residence on a Lot or within the Project at any time.

Any Recreational Vehicle located on any Lot or within the Project must be in operational condition.

No vehicles (including commercial vehicles and Recreational Vehicles) or other mechanical equipment may be dismantled or repaired ( except for ordinary maintenance and repair of such vehicles and equipment inside an enclosed garage, and emergency repairs elsewhere for a time period not exceeding forty-eight ( 48) hours) or

allowed to accumulate on any Lot or in front of any Lot, or ever parked or used on any common Area, except as required by the Association for it to perform its duties hereunder. No vehicle which is abandoned or inoperative shall be stored or kept on any Lot or in front of any Lot in such manner as to be visible from any other Lot or any street or alleyway within or adjacent to the Project.

Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Amendment and the Declaration, this Amendment shall prevail. All capitalized terms not defined in this Amendment shall have the same definition assigned to them in the Declaration.

IN WITNESS WHEREOF, the CARRIAGE PARC ESTATES Homeowners Association, an Arizona nonprofit corporation, has executed this Amendment as of the day and year first above written.

CARRIAGE PARC ESTATES  
HOMEOWNERS ASSOCIATION,  
an Arizona nonprofit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SECRETARY'S ATTESTATION**

I, \_\_\_\_\_, being the duly elected Secretary of the CARRIAGE PARC ESTATES Homeowners Association, hereby attest that the foregoing Amendment has been approved by a vote of Members of the Association entitled to vote in person or by absentee ballot at a validly held regular or special meeting of the Members.

By: \_\_\_\_\_

Its: Secretary

State of Arizona        )  
                                  ) ss  
County of Maricopa    )

The foregoing instrument was acknowledge before me this \_\_\_\_ day of \_\_\_\_\_ 2020, by \_\_\_\_\_, the Secretary of CARRIAGE PARE ESTATES Homeowners Association, an Arizona nonprofit corporation, on behalf of the Association.

My Commission Expires

\_\_\_\_\_  
Notary Public