

CASITASCH0001AMEND2-5-1-1--
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WHEN RECORDED RETURN TO:

Carpenter, Hazlewood, Delgado & Wood, PLC
1400 East Southern Avenue, Suite 400
Tempe, Arizona 85282

**SECOND AMENDMENT TO AMENDED DECLARATION
OF HORIZONTAL PROPERTY REGIME AND EASEMENTS,
LIENS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CASITAS CHAPARRAL**

This SECOND AMENDMENT TO AMENDED DECLARATION OF HORIZONTAL PROPERTY REGIME AND EASEMENTS, LIENS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASITAS CHAPARRAL (the "Second Amendment") is made as of this 20th day of September, 2012, by the Casitas Chaparral Council Co-Owners Association, an Arizona non-profit corporation (the "Council").

RECITALS

WHEREAS, an Amended Declaration of Horizontal Property Regime and Easements, Liens, Covenants, Conditions and Restrictions for Casitas Chaparral was recorded on May 21, 1975 at docket 11169, page 632 in the official records of the Maricopa County Recorder (the "Amended Declaration"); and

WHEREAS, the Amended Declaration was amended by that certain First Amendment to Amended Declaration of Horizontal Property Regime and Easements, Liens, Covenants, Conditions and Restrictions for Casitas Chaparral, recorded on April 24, 1978 at docket 12859, page 1190 in the official records of the Maricopa County Recorder (the "First Amendment", and collectively with the Amended Declaration are referred to as the "Declaration"); and

WHEREAS, pursuant to Arizona Revised Statutes Section 33-1227, the Declaration may be amended only by a vote of the unit Owners to which at least sixty-seven percent (67%) of the votes in the Council are allocated, or any higher percentage the Declaration specifies, which is not applicable here; and

WHEREAS, the Owners to which at least 67% of the votes in the Council are allocated have approved this amendment.

AMENDMENT

NOW, THEREFORE, the Declaration is hereby amended as follows:

Article 1, Section 1.11 is hereby deleted in its entirety and replaced with the following:

Section 1.11. "Unit" shall mean an individual air space unit, consisting of (i) enclosed rooms occupying part of a Building and bounded by the unfinished interior surfaces of the walls, floors, ceilings, windows and doors along the perimeter boundaries of the air space, as said boundaries are shown on the Plat, together with all the fixtures and improvements therein contained and including the heating, ventilating and air conditioning equipment and (ii) the carports conveyed to each Unit Owner. All lath, furring, wallboard, plasterboard, plaster, paneling tiles, wallpaper, paint, finished flooring and other wall, ceiling or floor coverings on interior surfaces shall be deemed to be part of the Unit. All other portions of the walls, floors or ceilings are a part of the General Common Elements. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or for the use and enjoyment of another Unit: Bearing walls, floors, ceilings and roofs (except the interior surfaces thereof), foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations, except the outlets thereof when located within the Unit. The interior surfaces of a window or door mean the points at which such surfaces are located when the window or door is closed.

Article 6, Section 6.8 is hereby deleted in its entirety and replaced with the following:

Section 6.8. Maintenance.

(a) **Operation and Maintenance of the General Common Elements:**
The Council, in accordance with the provisions of the Arizona Condominium Act, this Declaration, the Bylaws and rules and regulations of the Council, shall be responsible for the exclusive management and control of the General Common Elements and all improvements thereon and shall keep the same in a good, clean, attractive, safe and sanitary condition, order and repair; provided, however, that unless otherwise stated herein, each Owner shall keep those portions of the General Common Elements described in Section 6.8(b) of this Declaration in a clean, sanitary, safe and attractive condition and in good order and repair. The Council shall be responsible for the maintenance and repair of the exterior of the Buildings, other improvements and grounds, including, without limitation, painting thereof, repair and replacement of exterior trim, roofs and fences and maintenance of landscaping, walkways, driveways, parking areas, pool and spas. The Council shall also be responsible for maintenance, repair and replacement of General Common Elements within the Buildings, including, without limitation, landings, stairways, utility lines, and all improvements and other items located within or used in connection with the General Common Elements.

(b) **Maintenance of Units.** Each Owner shall keep the interior of his Unit including interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good

repair. In the event that any such Unit shall develop an unsanitary or unclean or unsafe condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Board, the Board on behalf of the Council shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair, provided, however, that the Council shall in no event have the obligation to correct or eliminate any such condition or state of disrepair. In addition to keeping the interior of his Unit clean, sanitary, and in good repair, each Owner shall be responsible, at such Owner's sole expense, for:

(i) cleaning, maintenance, repair, and/or replacement of any and all plumbing fixtures, electrical fixtures, and/or appliances (whether "built-in" or free-standing, including, by way of example and not of limitation: water heaters (and associated parts), furnaces, plumbing fixtures, lighting fixtures, refrigerators, dishwashers, garbage disposals, microwave ovens, washers, dryers, ranges and smoke detectors), within the Unit;

(ii) cleaning, maintenance, repair, and/or replacement of: (1) the door connecting the Unit to the patio or balcony (including, if such door is a glass door the metal frames, tracks, and exterior screens thereof), and (2) any storage room door located on the patio or balcony; respectively subject to the requirement that the exterior appearance of such doors shall not deviate from their external appearance as originally installed by Declarant or approved by the Board;

(iii) cleaning, maintenance, painting and repair of the interior of the front door of the Unit; cleaning and maintenance of the exterior of said front door, subject to the requirement that the exterior appearance of such door shall not deviate from its external appearance as originally installed by Declarant or approved by the Board;

(iv) cleaning, maintenance, repair, and/or replacement of all windows and window glass within or exclusively associated with the Unit, including the metal frames, tracks, and exterior screens thereof, subject to the requirement that the exterior appearance of such items shall not deviate from its external appearance as originally installed by Declarant or approved by the Board;

(v) cleaning, maintenance, and non-structural repair of the patio or balcony floor, ceiling, and the interior surfaces of the patio or balcony exterior wall, subject to the requirement that the appearance of such areas shall not deviate from their appearance as originally installed by Declarant or approved by the Board;

(vi) cleaning, and prompt, like-kind replacement of burned-out patio, balcony and entryway light bulbs;

(vii) cleaning of the stairway landing and deck area adjacent to the front door of the Unit;

(viii) cleaning, maintenance, repair, and replacement of the HVAC (but not the pad under such HVAC), subject to the requirement that the appearance of such items shall not deviate from their appearance as originally installed by Declarant or approved by the Board;

(x) cleaning of the carport of such Unit.

The following section is added to Article 13:

Section 13.12. Registered Sex Offenders. No person who is required to register with the county sheriff pursuant to Article 3 of Chapter 38 of Title 13 of the Arizona Revised Statutes (Registration of Sex Offenders and Offender Monitoring) may reside in or occupy any Unit. The Council is not in any way responsible for monitoring, or obligated to monitor, such registration systems to discover individuals residing within the Project.

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

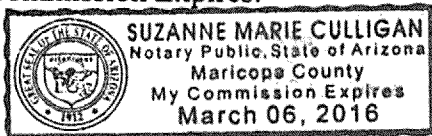
IN WITNESS WHEREOF, the Casitas Chaparral Council Co-Owners Association, an Arizona non-profit corporation has executed this Second Amendment as of the day and year first above written:

By: *Andrew Spittler*
Its: President, *Andrew Spittler*

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 20 day of September 2012, by Andrew Spittler, the President of the Casitas Chaparral Council Co-Owners Association, an Arizona non-profit corporation, for and on behalf of the corporation.

My Commission Expires:



Suzanne M. Culligan
Notary Public

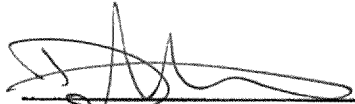
SECRETARY'S ATTESTATION

I, KARRIE MEYER, being the duly elected Secretary of Casitas Chaparral Council Co-Owners Association, an Arizona non-profit corporation, hereby attests that the foregoing Amendment was approved by the vote of the Owners to which at least 2/3 of the votes in the Council are allocated.

By: 
Secretary.

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 28th day of September, 2012 by KARRIE MEYER, the Secretary of Casitas Chaparral Council Co-Owners Association, an Arizona non-profit corporation, an Arizona nonprofit corporation, for and on behalf of the corporation.


Notary Public

My Commission Expires: 07/18/2016

