

WHEN RECORDED RETURN TO:

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

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Hoyp

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
EL GRAN FINAL OF DESERT COVE
MARICOPA COUNTY, ARIZONA**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for El Gran Final of Desert Cove, Maricopa County, Arizona (the "**First Amendment**") is made as of this 30th day of May, 2018, by the El Gran Final of Desert Cove Homeowners Association, Inc., an Arizona nonprofit corporation (the "**Association**").

RECITALS

A. WHEREAS, the Association is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for El Gran Final of Desert Cove, Maricopa County, Arizona recorded on January 26, 2000 in the Office of the Maricopa County Recorder at No. 2000-0597825 (the "**Declaration**").

B. WHEREAS, the Declaration at Section 9.3 provides in relevant part as follows:

...the Declaration may be amended at any time...by the written approval or the affirmative vote, or any combination thereof, of Owners of not less than seventy-five (75%) of the Lots, with one vote per Lot.

C. WHEREAS, as evidenced by the Secretary's attestation below, this First Amendment was adopted and approved by written approval or the affirmative vote, or any combination thereof, of Owners of not less than seventy-five (75%) of the Lots.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

Section 3.12 of the Declaration is amended as follows:

1. The second paragraph of Section 3.12 of the Declaration is hereby deleted, the following to be substituted in its place:

No Owner may lease less than his entire Lot. No Lot, Dwelling, or portion of a Dwelling shall be leased or rented for an initial term of less than 12 continuous (12) months (which may be extended for lesser terms such as month-to-month, but only with the same Lessee). No Lot may be used for vacation rentals or timeshare purposes. All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Declaration and the Rules and that any violation of this Declaration or the Rules by the Lessee or the other occupants shall be a default under the lease. There shall be no subleasing of Lots or Dwellings or assignment of rights under leases. At least ten (10) days before commencement of the lease term, the Lot Owner shall provide the Association with all information requested by the Association, unless prohibited under Arizona law. At least ten (10) days before commencement of the lease term, the Lot Owner, even in the absence of a request or tenant registration form that may be utilized by the Association, shall provide the Association with the following information: (i) the commencement date and expiration date of the lease term; (ii) the names and contact information of each of the Lessees and each other adult person who will reside in the Lot or Dwelling during the lease term; (iii) the address and telephone number at which the adult occupants of the Lot can be contacted by the Association during the lease term; and (iv) a description and license plate numbers of the tenants' vehicles. Any Lot Owner who leases his Lot must provide the lessee with copies of this Declaration and the Rules. The Lot Owner shall be liable for any violation of this Declaration or the Rules by the Lessees or other persons residing in the Lot and their guests or invitees and, in the event of any such violation, the Lot Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations. The Association reserves the right to charge a fee of not more than \$25.00, or such higher amount as may be allowed by law, for each new tenancy (but not continuations or renewals of existing tenancies).

Notwithstanding anything to the contrary, any lease entered into or executed before the effective date of this First Amendment shall not be subject to the twelve (12) month minimum lease requirement. However, any "continuation" or "renewal" of such lease which occurs after the effective date of this First Amendment shall be subject to the twelve (12) month minimum lease requirement. For purposes of this Section 3.12, "continuation" and "renewal" shall be deemed to include each new term of a fixed-term tenancy and each new period of a periodic tenancy.

Except as expressly amended by this First Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this First Amendment and the Declaration, this First Amendment shall prevail. Unless otherwise defined herein, each capitalized term used in this First Amendment shall have the meaning given to such term in the Declaration.

IN WITNESS WHEREOF, the El Gran Final of Desert Cove Homeowners Association, Inc., an Arizona nonprofit corporation, has executed this First Amendment as of the day and year first written above.

EL GRAN FINAL OF DESERT COVE HOMEOWNERS ASSOCIATION, INC.,
an Arizona nonprofit corporation

By: Linda R. Loy

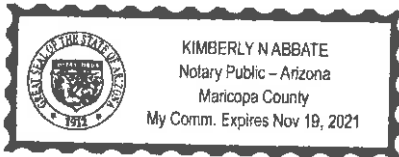
Its: President H.O.A.

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 26th
day of May, 2018, by Linda R. Loy, the
President of El Gran Final of Desert Cove Homeowners Association, Inc.,
an Arizona nonprofit corporation, for and on behalf of the corporation.

Kimberly N Abbate
Notary Public

My Commission Expires: 11/19/2021



SECRETARY'S ATTESTATION

I, Pam Wugalter, being the duly elected Secretary of the El Gran Final of Desert Cove Homeowners Association, Inc., an Arizona nonprofit corporation hereby attest that the foregoing First Amendment received the written approval or the affirmative vote, or any combination thereof, of Owners of not less than seventy-five (75%) of the Lots, with one vote per Lot.

By: Pam Wugalter
Secretary, El Gran Final of Desert Cove Homeowners Association, Inc.

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 24 day of may, 2018, by Pam Wugalter, the Secretary of the El Gran Final of Desert Cove Homeowners Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

My Commission Expires:

Hannah Weise
Notary Public

