

**When Recorded, Return to:**

Sahuaro Townhouses, Inc.  
c/o Christine Vallarelli, President  
3625 North 27<sup>th</sup> Way  
Phoenix, Arizona 85016

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
STEPHEN RICHER  
2023-0520543 10/05/23 10:40  
PAPER RECORDING

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**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITION FOR SAHUARO TOWNHOUSES**

This Third Amendment to Declaration of Covenants, Condition for Sahuaro Townhouses (the "Third Amendment") is made and executed as of this 4<sup>th</sup> day of October, 2023, by Sahuaro Townhouses, Inc., a Arizona non-profit corporation (the "Association").

**RECITALS**

A. Reference is made to that certain Declaration of Covenants, Conditions for Sahuaro Townhouses dated September 11, 1978, recorded in the Official Records of Maricopa County, Arizona (the "Official Records") on September 11, 1978, at Instrument Number 1978-0315188, Docket 13145, Page 277 (the "Original Declaration"), as amended by Amendment to Declaration of Covenants, Conditions and Restrictions dated November 7, 1983, recorded in the Official Records on November 8, 1983, at Instrument Number 1983-0449727 (the "First Amendment"), and by Amendment to Declaration Rentals for Sahuaro Townhouses, Inc., dated January 28, 2006, recorded in the Official Records on January 31, 2006, at Instrument Number 2006-0135731 (the "Second Amendment") (together, the "Declaration").

B. The Declaration subjects certain real property located in Maricopa County, Arizona consisting of various houses and related common areas described therein (the "Property") to the covenants, conditions, restrictions, liens, and easements as more fully set forth in the Declaration.

C. Pursuant to Article XII, Section 11 of the Original Declaration, the Declaration may be amended by not less than seventy-five percent (75%) of the Lot Owners of the Association.

D. The Association and said Lot Owners wish to amend the Declaration.

E. Capitalized terms used but not defined in this Third Amendment will be ascribed the meanings specified in the Declaration, or Arizona law, unless the context otherwise dictates.

**AMENDMENT**

Pursuant to the Declaration, the Declaration is hereby amended as follows:

1. Article VIII, Section 12 of the Original Amendment, as amended by the Second Amendment, is hereby deleted in its entirety, and replaced with a new Article VIII, Section 12 as follows:

**“Section 12: Renting.** A Unit may be rented or leased, provided (i) only the entire Unit may be rented or leased, (ii) the term of any such lease or rental agreement shall be not less than twelve (12) months, (iii) such rental or lease shall be only to one single family, (iv) there shall be no subleasing of Units or assignment of such lease or rental agreement, (v) such lease or rental agreement shall be in writing and contain provisions that same is subject to the Declaration, (vi) a maximum of two (2) Units (of the 12 Units in the Association), may be so rented or leased at any one time, and (vii) the Lot Owner must obtain the prior written approval of the Board for such rental or leasing, and provide the contact information for any adults occupying the Unit under such lease or rental agreement. Notwithstanding anything to the contrary, no short-term rentals (which for purposes of this Declaration shall be defined as a lease or rental for a period of less than twelve (12) months for one single tenant), including, without limitation, through share, swap and vacation rental services (including, without limitation, “Airbnb,” “Home Away,” “VRBO” and similar services), are permitted for any Unit, except by variance granted by the Board, which variance may be granted or denied in the Board’s sole and absolute discretion. Granting of a variance in one instance shall in no way obligate the Board to subsequently grant similar variances. Any violation of this Section shall subject the applicable Lot Owner of the applicable Unit to a fine by the Association of not less than \$100 per day that the violations persists. The Lot Owners acknowledge and agree that the leasing restrictions set forth in this Section are uniform, fair and reasonable and will preserve and maintain the single-family residential character of the Property, and that monetary damages, alone, may not be adequate to remedy any breach of these leasing restrictions, but rather the Lot Owners stipulate and agree that any breach or threatened breach of these leasing restrictions may be remedied by injunctive relief.”

2. The Declaration remains in full force and effect except only as specifically amended by this Third Amendment.

### **CERTIFICATION**

Pursuant to A.R.S. §10-3708, the undersigned President and Secretary of the Association hereby certify that this Third Amendment has been approved by an instrument signed by not less than seventy five percent (75%) of the Lot Owners and which written instrument is in the permanent files of the Association.

**[SIGNATURE AND NOTARY PAGE FOLLOWS]**



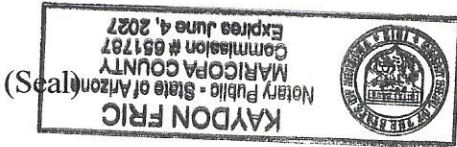
SAHUARO TOWNHOUSES, INC.

By Christine Vallarelli  
Christine Vallarelli, President

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 4 day of October, 2023, by Christine Vallarelli, the President of Sahuaro Townhouses, Inc., who executed the foregoing on behalf of the corporation, being authorized to do so for the purposes therein contained.

Kaydon Frick  
Notary Public



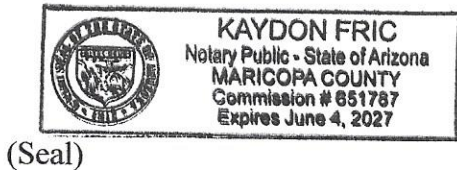
SAHUARO TOWNHOUSES, INC.

By Robyn Broyles  
Robyn Broyles, Secretary

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 4 day of October, 2023, by Robyn Broyles, the Secretary of Sahuaro Townhouses, Inc., who executed the foregoing on behalf of the corporation, being authorized to do so for the purposes therein contained.

Kaydon Frick  
Notary Public



(Seal)