OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
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Combs Law Group, P.C. 2200 East Camelback Road Suite 221 Phoenix, Arizona 85016 Woodland-17-1-1--Gonzalesj

## FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS ("AMENDMENT") is entered into and made as of this 3rd day of October, 2006, with reference to the following facts and conditions:

## RECITALS

WHEREAS, reference is hereby made to that certain Declaration of Restrictions ("Declaration") recorded the 10th day of April, 1968, Docket no.7045, Page 311, in the Office of the Recorder of Maricopa County, Arizona, (attached hereto as Exhibit "A") and affecting the Property referred to therein as:

Lots 1 to 24, inclusive, and Tracts A through L, inclusive, Woodland Park, as recorded in Book 116 of Maps, page 9, records of Maricopa County, Arizona.

WHEREAS, the Declaration may be amended only by the written, executed and acknowledged agreement of a majority of the owners of the properties included in the Property.

## DECLARATIONS

NOW THEREFORE, pursuant to Section A.(15)(K) of the Declaration, the Declaration is hereby amended as follows:

Section A.(15)(L) shall be added and shall read as follows:

A.(15)(L) Unit Owners holding title as of this provision's adoption date may rent or lease his/her/their/its Unit subject to the following terms:

 Any such lease or rental agreement must be in compliance with all applicable local, state and federal laws;

- (2) No Owner my lease or rent (i) less than his or her entire Unit; (ii) for transient or hotel purposes; or (iii) for a term of less than thirty (30) days;
- (3) Any lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of this Declaration, the Articles of Incorporation and Bylaws of the Association, and the Rules and Regulations of the Association; and
- (4) Such lease or rental agreement shall state that the failure of lessee or renter to comply with the terms of the Declaration, Bylaws, Articles of Incorporation or the Rules and Regulations of the Association shall constitute a default and such default shall be enforceable by either the Board of Directors or the lessor, or by both of them, to include, but not be limited to, eviction of the lessee from the Unit.

However, such right to rent or lease a particular Unit shall terminate upon transfer of title of that Unit, whether by conveyance or death. Accordingly, Owners who obtain title to a Unit subsequent to the date of adoption of this amendment shall not rent or lease such Units.

Each Owner of a Unit that is being rented or leased at the time of adoption of this amendment shall provide the Board of Directors with documentation of each such existing tenancy within thirty (30) days of adoption of this provision, or the date of commencement of the tenancy, whichever is earlier, and thereafter with documentation of each new tenancy within thirty (30) days of commencement of each such tenancy. Such documentation shall include the names and telephone numbers of the tenants and the term of the tenancy. It shall be the responsibility of the Owner to provide the tenants with current copies of the Declaration of Restrictions, Bylaws, Rules and Regulations of the Association, and any amendments thereto.

In all other respects, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be executed effective this 3<sup>rd</sup> day of October, 2006 with the approval of the required majority of the Owners. This Amendment shall be effective and enforceable upon recording in the office of the Maricopa County Recorder.

SIGNATURES APPEAR ON THE FOLLOWING PAGES