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**THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM AND OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CAVE CREEK VILLAS, A CONDOMINIUM**

This Third Amendment to the Declaration of Condominium and of Covenants, Conditions and Restrictions for Cave Creek Villas, a Condominium (“the Third Amendment”) is made as of the date of its recording, by Cave Creek Villas Homeowners Association, Inc., an Arizona nonprofit corporation (the “Association”).

RECITALS

A. The Declaration of Condominium and of Covenants, Conditions and Restrictions for Cave Creek Villas, a Condominium (the “Declaration”) was recorded on June 9, 2004 at Instrument No. 2004-0653384 in the official records of the Maricopa County Recorder.

B. The First Amendment to Declaration of Condominium and of Covenants, Conditions and Restrictions for Cave Creek Villas, a Condominium (the “First Amendment”) was recorded on June 16, 2004 at Instrument No. 2004-0683214 in the official records of the Maricopa County Recorder.

C. The Second Amendment to Declaration of Condominium and of Covenants, Conditions and Restrictions for Cave Creek Villas, a Condominium (the “Second Amendment”) was recorded on June 15, 2017 at Instrument No. 2014-0437163 in the official records of the Maricopa County Recorder

D. Article 12, Section 12.5(A) of the Declaration provides that the Declaration may be amended at any time by a vote or written consent of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

E. This amendment was adopted and approved by written consent of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated for the adoption of the amendment.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

Article 4, Section 4.11(A) shall be amended to read as follows:

No truck, automobile, mobile home, mini or standard size motor home, travel trailer, tent trailer, trailer, all-terrain vehicle, bus, camper shell, detached camper, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle, including any motorized vehicle or equipment of any sort or nature (hereinafter in this Article 4 referred to as a "*Vehicle*") may be parked, kept, or maintained on any part of the Condominium except: (i) Vehicles completely parked in either the applicable Designated Space within the Garage Structure of a Triplex Unit Group or in any attached garage of a Residential Dwelling within a Duplex Unit Group; *or* (ii) Vehicles temporarily parked on Tract A. A Unit Owner shall be responsible for any damage to the Tract A private drive and/or driveway caused by a Unit Owner's, Resident's or Invitee's Vehicle (such as e.g. by a large moving van). Without limiting the foregoing, at no time may a Vehicle be parked on a driveway located on any Unit if the driveway is not at least eighteen (18) feet from back of curb to the garage door or if the Vehicle does not otherwise fit entirely within the driveway.

Article 4, Section 4.11(B) shall be amended to read as follows:

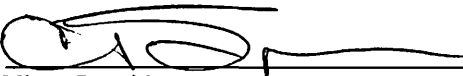
Except as provided in Section 4.11(C) below, Vehicles belonging to a Unit Owner, Lessee, Resident or Invitee may only be parked in the applicable Designated Space of the Garage Structure in the case of a Triplex Unit Group, in the attached garage of a Residential Dwelling in the case of a Duplex Unit Group, or on the driveway of a Duplex Unit Group or Triplex Unit Group, but only if the garage is not used solely for storage purposes. No Resident shall store items that would hinder or preclude the parking of a Vehicle in the Designated Space of the Garage Structure or attached garage of a Residential Dwelling located in a Duplex Unit Group. At no time may any Vehicle be parked along the private drive (Tract A) within the Condominium or on the driveway located on the Front and Side Yard of a Unit so as to block access to another Unit Owner's Designated Space or to his garage in the case of a Unit Owner within a Duplex Unit Group. Garage doors shall be kept closed at all times except when a Resident or other person is entering or exiting the garage or otherwise using the garage or a Designated Space in the case of a Triplex Unit Group and shall also be kept closed if a Unit Owner or other Resident is making or having an Invitee make minor repairs to a Vehicle in the garage or Designated Space, as applicable, that will create noise or vibration (regardless of how minor.)

Except as expressly amended by this Third Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Third Amendment and the Declaration, this Third Amendment shall prevail. Unless otherwise defined herein, each

capitalized term used in this Third Amendment shall have the meaning given to such term in the Declaration.

IN WITNESS WHEREOF, Cave Creek Villas Homeowners Association, Inc., an Arizona nonprofit corporation, has executed this Third Amendment as of the day and year first above written.

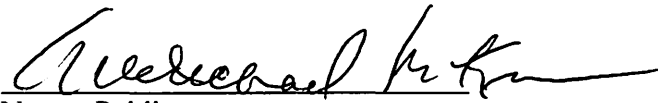
CAVE CREEK VILLAS HOMEOWNERS ASSOCIATION, INC.,
an Arizona nonprofit corporation

By: 
Vice- President

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 24
day of AUGUST, 2017, by CHARLES SPERRAZZA, the V.P. HOA BOARD
of Cave Creek Villas Homeowners Association, Inc., an Arizona nonprofit corporation, for and
on behalf of the corporation.

My Commission Expires:
09/24/2018


Notary Public



MICHAEL MCKIE
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Sept 24, 2018

