

When Recorded Return To:

Colony Wash Vista Condominium Owners Association, Inc.
c/o Metro Property Services
150 E. Alamo Dr. Ste. 3
Chandler, AZ 85225

**FirstAmendCo-3-1-1--
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**FIRST AMENDMENT TO THE CONDOMINIUM DECLARATION FOR
COLONY WASH VISTA CONDOMINIUMS**

R E C I T A L S

WHEREAS, a Condominium Declaration for Colony Wash Vista Condominiums was recorded at Instrument Number 2004-0826711, records of Maricopa County, Arizona ("Declaration");

WHEREAS, Article XI, Section 5 of the Declaration states that the Declaration may be amended by a vote of Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and by at least fifty-one percent (51%) of First Mortgagees requesting notice pursuant to Article XI, Section 10;

WHEREAS, the Association desires to amend the Declaration to amend the insurance provisions to require bare walls coverage.

NOW, THEREFORE, the Members of the Association hereby amend provisions of the Declaration to read as follows:

AMENDMENT

Article VIII, Section 8.1.1(i) of the Declaration is hereby deleted in its entirety and is amended to read as follows:

- (i) Property and Casualty Insurance. Property and casualty insurance on the Common Elements and the structural components thereof, exclusive of improvements and betterments which were not part of the original construction and exclusive of interior fixtures and personal belonging of individual Units. The policy is to be issued on a "Special Form" policy or its equivalent in an amount determined by the Board of Directors; provided, however, that the total amount of insurance shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a master or blanket hazard and multi-peril property insurance policy. Each Unit Owner shall be an insured under the policy with respect to liability arising out of such ownership of an undivided interest in the Common Elements or from membership in the

Association. The Association shall be the insured for use and benefit of the individual Unit Owners (designated by name if required by the insurer). There shall be no subrogation with respect to the Association, its agents, servants, its Board of Directors or officers thereof, and employees against Unit Owners and members of their household.

Article VIII, Section 8.3 of the Declaration is hereby deleted in its entirety and is amended to read as follows:

- 8.3 Insurance Obtained by Unit Owners.** Owners shall be responsible for obtaining and maintaining property insurance relating to the interior of their Units. Policies must include coverage for damage and loss to any interior portion of the Unit as well as coverage for furnishings, improvements, and all personal property. Owners are responsible to maintain any other type of homeowners' liability insurance, as necessary. In the event of damage or destruction by fire or other casualty to the interior portions of any Unit, whether or not the Unit Owner receives insurance proceeds, the Unit Owner shall rebuild, repair or restore the interior of the Unit within one hundred and twenty (120) days of the event. All work must be performed in a good workmanlike manner in conformance with the original plans and specifications of the Unit and must be in conformance with all state codes and regulations. In the event that any Unit Owner fails to repair or rebuild the Unit within the required time, the Association is authorized to make such repairs or replacements and assess the costs to the benefitted Unit Owner(s).

In the event, as determined by the Board of Directors, that the misconduct or negligent actions of a Unit Owner (including failure to inspect, maintain and repair any portion of the Unit) causes damage to the Unit, another Unit, or the Common Elements, that Unit Owner shall be responsible for the repair and replacement of any damage and the costs thereof.

Article VIII, Section 8.7 is hereby added to the Declaration to read as follows:

- 8.7 Submission of Claims.** No Owner, resident, or tenant is permitted to make a claim directly against any of the Association's insurance policies. All claims must be submitted to the Association through its managing agent for Board review and determination as to which party's policy a claim is to be submitted for each incident.


All other portions and provisions of the Declaration remain in full force and effect.

Certificate of Adoption

I HEREBY CERTIFY that the foregoing is true and correct and adopted by the Owners consistent with the requirements in the Recitals stated above and as required by Article XI, Section 5 of the Declaration.

DATED this 13th day of December, 2024.

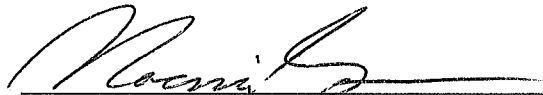
Colony Wash Vista Condominium Owners Association, Inc.

By: 
 Its: President Steve Jarrett

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this, the 13 day of December, 2024 before me, the undersigned Notary Public, personally appeared Steve Jarrett, and that, as President of the Colony Wash Vista Condominium Owners Association, Inc., being so authorized, executed the foregoing instrument for the purposes therein express and contained.

WITNESS my hand and seal.



My commission expires: July 17, 2027

