

2020-22873

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Requested By: Wendy Ehrlich

Navajo County Recorder - Michael Sample

11-09-2020 11:42 AM Recording Fee \$30.00

When recorded return to:  
 Wendy Ehrlich, Attorney PLLC  
 9671 N. Horizon Vista Place  
 Oro Valley, AZ 85704

**FIRST AMENDMENT TO  
 THIRD AMENDED AND RESTATED DECLARATION  
 OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR  
 PINETOP COUNTRY CLUB VILLAGE**

WHEREAS, that certain Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pinetop Country Club Village recorded at Document No. 2017-12653 on August 21, 2017 in the official records of Navajo County, Arizona ("Declaration"), in Article XII, provides that its terms and conditions may be amended by the written consent of Owners representing at least sixty-six percent (66%) of the Lots;

NOW, THEREFORE, Owners of not less than sixty-six percent (66%) of the Lots have provided their written consent to the following amendments to the Declaration:

1. Article IX, Section 9.2(A) shall be deleted in its entirety and replaced with the following:

A. Restrictions on Leasing of Lots:

- (i) No lease may be for an initial term of less than thirty (30) days.
- (ii) Except as set forth in subsection (iii) of this Paragraph A, no lease may be for a term of more than ninety (90) days, and no Lot may be leased more than once in any twelve (12) month period.
- (iii) All Owners as of the date this Amendment is recorded are exempt from the restrictions set forth in subsection (ii) above; provided, however, that upon the transfer of title to any such Owner's Lot to a third party for value, the Lot shall be subject to all of the restrictions set forth in this Paragraph A.

2. Delete Article VIII, Section 8.1 and replace with the following:

Section 8.1 Owner's Responsibility to Repair. In the event any Lot or the improvements thereon is damaged or destroyed, such Owner shall, within sixty (60) days from the date of the occurrence of the damage or destruction, or such longer period of time as may be approved by the Board for extenuating circumstances, repair and rebuild the exterior of said Lot and the

improvements thereon in a good workmanlike manner to conformance with the original plans and specifications used in the construction of said improvements. In the event such Owner refuses or fails to so repair and rebuild any and all such damage within such time, the Association, upon written notice to the Owner, is hereby irrevocably authorized by such Owner to repair and rebuild any such Lot(s) and the improvements thereon in a good workmanlike manner in conformance with the original plans and specifications of such improvements. Any costs incurred by the Association in performing such repairs and/or rebuilding shall be an Individual Assessment against such Owner's Lot.

3. Except as amended by this instrument, the Declaration shall remain in full force and effect.

The undersigned certifies that this First Amendment to the Third Amended and Restated Declaration of Covenants, Condition and Restrictions for Pinetop Country Club Village was duly adopted by the written consent of not less than sixty-six percent (66%) of Owners.

PINETOP COUNTRY CLUB VILLAGE HOMEOWNERS ASSOCIATION,  
an Arizona nonprofit corporation

By: Ronald Clot  
Its: President

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF NAVAJO )

This instrument was acknowledged before me this 31 day of October, 2020, by Ronald Clot, as President of Pinetop Country Club Village Homeowners Association, an Arizona nonprofit corporation, for the purposes stated herein.

Diana Joy Wilson  
Notary Public

My Commission Expires: 06/15/2022

Notary Public State of Arizona  
Navajo County  
Diana Joy Wilson  
My Commission Expires 06/15/2022  
Commission Number 550303

