

When Recorded, Return to:



Pinon Woods III
Homeowners Association, Inc.
P.O. Box 20704
Sedona, Arizona 86341

Attn: Kristi Kidwell

PINON WOODS III HOMEOWNERS ASSOCIATION

FIRST AMENDMENT

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Pinon Woods III is hereby submitted by the Board of Directors of the Pinon Woods Homeowners Association, Inc. (the "Association"), an Arizona non-profit corporation this 1st day of April, 2019, on behalf of the owners as provided below.

RECITALS

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions ("Declaration") for Pinon Woods III, dated April 4, 1995, was recorded in the Office of the Recorder of Yavapai County, at Book 2994, Pages 875 through 901;

WHEREAS, Section 10.5 of the Declaration authorizes an amendment to the Declaration by an instrument signed by not less than seventy percent (70%) of the Owners;

WHEREAS, the Association now desires to amend the Declaration, and has obtained the written consent of no less than seventy percent (70%) of the Owners;

NOW, THEREFORE, the Declaration is amended to add Section 3.26 as follows:

3.26 Leasing Restrictions. An Owner who leases their Lot to any person/persons shall be responsible for assuring compliance by their lessees, invitees and any other occupants with all of the provisions of the Association's governing documents, including this Declaration, the Bylaws, and any Rules and Regulations. Owners shall be jointly and

severally responsible for any violations by their Lessee thereof.

No transient Lessees shall be accommodated, and Lots shall not be leased for less than thirty (30) days in duration. No Lot shall be used as a timeshare, house swap, or other similar use. Whether or not currency or other form of compensation, trade, or barter is provided in exchange for the use of the Lot, timesharing and house swapping schemes shall be prohibited. Owners shall provide to the Association all lessee information specified in the Arizona Planned Community Act on or before execution of any lease agreement, including (1) the name and contact information for any adults occupying the property, (2) the beginning and end dates of the tenancy, and (3) descriptions and license plate numbers of the tenants' vehicles.

Owners who have signed and confirmed rental contracts for less than thirty (30) days prior to the date of this Amendment will be allowed one (1) year following the date of this Amendment to execute those contracts.

Owners who reside (exist permanently) in his or her Lot may execute rental contracts for less than thirty (30) days, including the lease of one room or a portion of the lot.

IN WITNESS WHEREOF, the Board of Directors, pursuant to Section 10.5 of the Declaration, obtained the written consent of at least seventy percent (70%) of all Owners in the Association to approve this Amendment.

The undersigned has executed this First Amendment as of the date first written above.

PINON WOODS III HOMEOWNERS ASSOCIATION,
an Arizona non-profit corporation.

By: Jan Meyer

Its: President

STATE OF ARIZONA)
) ss.
County of Yavapai)

This instrument was acknowledged before me this 1 day of April, 2019, by Jan Meyer, as President of Pinon Woods III Homeowners Association, an Arizona non-profit corporation, on behalf of the corporation for the purposes stated herein.

Cindy Holcombe
Notary Public

My Commission Expires: 11-30-2020

