

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2010-0193969 03/08/10 01:27 PM
1 OF 1

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WHEN RECORDED, RETURN TO:

JOSEPH RAIMONDO
PRESIDENT,
FIFTH GREEN HOMEOWNERS ASSOCIATION
7500 E. Boulders Parkway #44
Scottsdale, Arizona 85266

AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
THE FIFTH GREEN

SECTION 5.1. RESIDENTIAL USE,

SECTION 5.7. MOTOR VEHICLES AND

SECTION 7.1.(B) MAINTENANCE BY THE ASSOCIATION

(Prior recording at 87 592797)

AMENDMENT TO SECTION 5.1. RESIDENTIAL USE
of the
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
THE FIFTH GREEN

This Amendment as recorded will be set forth on page 17 of the document, recorded at 87 592797 on September 23, 1987.

5.1. Residential Use. Except for rights granted to the Declarant by this Declaration regarding the use of Lots, all Lots shall be used, improved or devoted exclusively for use as a residence by a Single Family, and no business, occupation, profession, trade or other nonresidential use shall be conducted on any Lot. No owner may lease less than his or her entire Lot and the Residential Unit situated thereon (together, the "Premises"). All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Declaration, the Association Bylaws, and Rules. No Premises may be leased for a term of less than thirty (30) days. Within seven (7) days following the execution of a lease of Premises, the Owner shall provide the Community Manager with a fully executed copy thereof (the monetary terms of which may be deleted). An Owner who leases his or her property must provide the Lessee with information regarding the rules and regulations of the Association. Failure by an Owner to comply with the provisions of this Paragraph 5.1 may result in monetary fines, as established by the Board.

AMENDMENT TO SECTION **5.7. MOTOR VEHICLES**
of the
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
THE FIFTH GREEN

This Amendment as recorded will be set forth on page 18 of the document, recorded at 87 592797 on September 23, 1987.

5.7. Motor Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, serviced or repaired upon any Lot, Common Area, street (public or private) or other property so as to be Visible From Neighboring Property, and no inoperable vehicle may be stored or parked on any Lot, Common Area, street (public or private) or any other property so as to be Visible From Neighboring Property; provided, however, the provisions of this Section shall not apply to emergency repairs. No automobile, motorcycle, motorbike or other motor vehicle shall be parked upon any street (public or private) within the Project. All vehicles of Owners and of their lessees shall be kept in garages of the Owners. Employees, guests, and invitees are permitted to park in driveways, not to exceed a reasonable period, as determined by the Fifth Green Board.

AMENDMENT TO SECTION 7.1. **(B) Maintenance by the Association**
of the
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
THE FIFTH GREEN

This Amendment as recorded will be set forth on page 33, continuing on page 34 of the document, recorded at 87 592797 on September 23, 1987.

7.1. Maintenance by the Association.

(B) The Association shall maintain, but not repair or replace, the plants, the trees up to the 8-foot level, and the other landscaping improvements situated on the portion of each Lot that is between the street and the exterior wall of the Residential unit (the wall that separates the Residential unit from the outside yard, patios and entry ways) and any wall separating the side or back yard of the Lot from the front yard of the Lot. Owners are responsible for trees above the 8-foot level. The Board shall have the right to make such modifications to the landscaping as it deems appropriate from time to time. No Owner or other Person shall install any plants, trees, granite or other landscaping in the portion of the Lot that is to be maintained by the Association, pursuant to this Subsection, and no Owner or other Person shall make any changes to existing landscaping without the prior written approval of the Architectural Committee.

CERTIFICATION

I hereby certify that:

The Amendments to the Declaration of Covenants, Conditions and Restrictions for the Fifth Green, to Sections **5.1. Residential Use**, **5.7. Motor Vehicles** and **7.1. (B) Maintenance by the Association**, as set forth above, have all been approved by the affirmative vote of Owners representing not less than sixty-seven percent (67%) of the votes in the Association, pursuant to Section 9.4. (A) of Article 9. General Provisions.

Dated this 6th day of March, 2010.

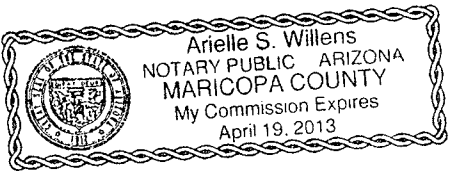
By: Joseph Raimondo
Joseph Raimondo, President,
Fifth Green Homeowners Association
480-595-7031

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 6th day of March, 2010, by Joseph Raimondo, President of the Fifth Green Homeowners Association.

Arielle S. Willens
Notary Public

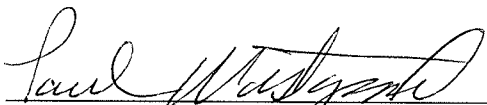
My Commission Expires:
04/19/2013



APPROVAL OF MASTER ASSOCIATION
OWNERS ASSOCIATION OF BOULDERS SCOTTSDALE

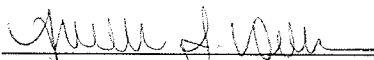
Pursuant to Section 18.1 of the Master Declaration of Covenants, Conditions and Restrictions ("CC&Rs") of the Owners Association of Boulders Scottsdale ("OABS"), the OABS hereby approves the foregoing Amendments to the CC&Rs for the: Fifth Green, amending Sections 5.1. Residential Use, 5.7. Motor Vehicles and 7.1. (B) Maintenance by the Association. The OABS acknowledges that these Amendments have all been approved by the affirmative votes of owners representing not less than sixty-seven percent (67%) of the votes in the Fifth Green Homeowners Association, pursuant to the CC&Rs for the Fifth Green at Section 9.4. (A) of Article 9. General Provisions.

Dated this 6TH day of March, 2010.

By: 
Paul Westgard, President,
Owners Association of Boulders Scottsdale
7322 E. High Point Drive
Scottsdale, Arizona 85266
480-488-8316

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me
this 6TH day of March, 2010, by Paul Westgard, President of the the Owners
Association of Boulders Scottsdale


Notary Public

My Commission Expires:

04/19/2013

