

040912amend01-3-1-1--  
Palumboa

**Record and Return to:**

Greenview Homeowners Association  
c/o Colby Management, Inc.  
17220 N Boswell Blvd, #140  
Sun City, AZ 85373

(623) 977- 3860

## **RECORDING COVER SHEET**

**CAPTION HEADING: Amendment to Declaration of Association**

DO NOT REMOVE THIS PAGE FROM THE ORIGINAL DOCUMENT,  
THIS COVER SHEET IS PART OF THE ORIGINAL DOCUMENT  
REFERENCED IN THE CAPTION HEADING ABOVE.

\*\*\*This document is being recorded for the purpose of amending the  
Declaration of Restrictions, Establishment of Board of Management  
and Lien Rights and for no other purpose\*\*\*

# **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions ("First Amendment") made as of the date listed below.

## **RECITALS**

- A. The Declaration of Covenants, Conditions and Restrictions is recorded at recording number 86-0578891 records of the Maricopa County Recorder's Office, Arizona.
- B. Unless otherwise defined in this First Amendment, each term used in this First Amendment as have the meaning given to such term as in Article I of the Declaration.
- C. Article XVI, Section 4 of the Declaration titled "Amendment" states in part: "This Declaration may be amended by an instrument signed by the owners of not less than fifty one percent (51%) of the lots or by a vote of not less than fifty one (51%) of the owners of lots at a meeting of the Association called for that purpose. Any amendment must be recorded."
- D. Pursuant to Article XVI, Section 4 of the Declaration, the Association obtained greater than fifty one (51%) of the Owners of Lots to vote in favor adopting the Amendment set forth below.

## **AMENDMENT**

NOW, THEREFORE, THE MEMBERS AMEND THE DECLARATION AS FOLLOWS:

Resolved that Article V, Section 1, Single Family Residential Use shall be amended by deleting that section and by substituting the following:

All properties shall be used, improved and devoted exclusively to single family residential use. No gainful occupation, profession, trade, business or other material non-residential use shall be conducted on any such property.

No owner of a lot shall rent or lease such lot, provided that any owner, as of the date of adoption of this provision may rent or lease his/her/their/its lot, except that such right to rent or lease the lot shall terminate upon the transfer of title of the lot by the person(s) who are owners at the time of adoption of this provision.

Each owner of a lot that is being rented or leased shall provide the Board of Management with documentation of each such existing tenancy within thirty (30) days of adoption of this provision or the date of commencement of the tenancy, whichever is earlier, and thereafter with documentation of each tenancy. Such documentation shall include the names and telephone numbers of the tenants and the term of tenancy. It shall be the responsibility of owner(s) to provide the tenants with current copies of the declaration of covenants, conditions and restrictions, bylaws and rules and regulations and amendments thereto.

The Board of Management may permit a lot owner to lease his/her lot for a reasonable period of time whenever, in its opinion, such action may be necessary or desirable to alleviate a hardship resulting from death, extended illness, transfer or other similar cause.

No structure, whatsoever, other than one (1) private single family residence, shall be erected, placed or permitted to remain on any lot. No boat, truck, trailer, camper or recreational vehicle shall be used as a living area while located on the property.

### AMENDMENT

NOW, THEREFORE, THE MEMBERS AMEND THE DECLARATION AS FOLLOWS:

Article IX, Section 1 of the Declaration is amended to read as follows (the new language is in bold):

Section 1. **Membership.** Every Owner, other than Declarant and Developer, of a lot which is subject to this Declaration shall be a Member of the Greenview Homeowners Association, Inc. ("Association"). Membership shall be appurtenant and may not be separated from ownership of any lot. Non-title holder occupants, including renters, shall not be members of the Association. Each owner of a lot **covenants and agrees to pay a monthly assessment** which is due on the first day of each month. The Association will impose a late charge of 5% of the amount of each monthly assessment, if the owner does not pay the monthly assessment within 15 (fifteen) days after the due date. The Association will impose interest of twelve percent (12%) per annum, if the owner does not pay the monthly assessment within thirty (30) days after the due date.

IN WITNESS WHEREOF, the Greenview Homeowners Association, an Arizona non-profit corporation, has executed this Amended Declaration as of this 6 day of April, 2012.

The GREENVIEW HOMEOWNERS ASSOCIATION,  
An Arizona non-profit corporation

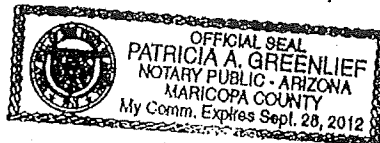
By:

[Signature]  
Its: President

State of Arizona     )  
                                  ) ss.  
County of Maricopa )

The foregoing instrument was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 6 day of April, 2012, by Bert Turney the President of Greenview Homeowners Association, an Arizona non-profit corporation, for and on behalf of the corporation.

My Commission Expires: 9-28-2012



[Signature]

Notary Public