

First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservations of Centro Villas Association

Amendments to the Declaration of Covenants, Conditions, Restrictions and Restrictions of the Centro Villas Association, of record in the office of the County Recorder of Santa Cruz County, Arizona, in DOCKET 156, at Page 615 and extended in DOCKET 170, at Page 251, adopted by the now acting Board of Directors of the Centro Villas Association, on the _____ day of _____, 2001.

1. With reference to Paragraph 7, the annual meeting date of the Association shall be changed from the first Monday in March in each year to any date in each year as may be established by the acting Board in each such year.

2. With reference to Paragraph 8, the limitation of Four Hundred and No/100 Dollars per apartment per year is revoked. The annual amount that each apartment shall be assessed for his and/or her pro-rata share of the cost to the Association of all maintenance, improvements and other related expenses, and the establishment and maintenance of a reserve for the payment of taxes, repairs, maintenance and improvement shall be determined at the Annual Meeting of the Association by the affirmative vote of at least 7 of the 12 owners of the apartment units.

3. With reference to Paragraph 13, the words "leasing, subleasing" are stricken from the first sentence of this Paragraph.

The Following Provisions, by the affirmative vote of the Board of Directors of said Association on _____ day of _____, 2001, are added to the Covenants, Conditions, Restrictions, and Reservations governing the operation of the Association.

1. Ownership of the apartments in Centro Villas, commencing on the date of the adoption of these additional provisions, shall be restricted to individual ownership, and/or husband and wife, holding title as community property or as joint tenants; provided, however, that this provision shall not be invoked in any case where its enforcement would violate legal concepts of descent and distribution or any other law of the State of Arizona relating to the transfer of title to real property.
2. Should the Association, through its Board of Directors or any other person owning an apartment unit in Centro Villas Association, find it necessary to employ counsel to enforce any of said covenants, by reason of such breach, all costs incurred in enforcing such covenants, including a reasonable fee for counsel, shall be paid by the owner violating any of the covenants herein

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3. Common expenses resulting from the misconduct of any owner (or any employee, guest, agent, or invitee for whose actions the owner is responsible under applicable law) shall be assessed upon such owner.
4. A quorum for conducting the business of the Annual Meeting shall require the presence of 7 of the 12 apartment owners.
5. The Declaration may not be revoked or amended except by a written instrument executed and acknowledged and recorded by the owners of at least 7 of the 12 apartment owners.
6. Owners of the apartment units shall have the right to rent or lease their respective unit but that right shall be subject to and limited as follows:

The owner shall, before entering any such lease or rental agreement, give the prospective tenant notice of the Declaration and obtain a written acknowledgment from the prospective tenant that said tenant is bound by and shall comply with the Declaration and all applicable bylaws, rules and regulations.

The units shall be leased to tenants with whom the unit is personally acquainted and the unit owner shall be personally responsible for the tenant's compliance with the Declaration and any applicable bylaws, rules, and regulations. Tenant shall not re-let to any third party.

The units shall be leased or rented only for single family residential use and purposes.

No unit shall be leased or rented for more than two (2) separate rental periods or to more than two (2) separate tenants, and the cumulative time included in these two (2) rental periods shall not exceed three (3) months in any calendar year.

Each owner intending to lease or rent a unit shall, prior to any tenant occupying or taking possession of the unit, deliver written notice to the Board of Trustees of the name and address of the tenant, the duration of the lease or rental agreement, a copy of the tenant's acknowledgment required by the first sub-paragraph above (regarding compliance with the Declaration), and other such information as may be reasonably appropriate.

7. No "For Sale" signs may be displayed on individual units.
8. Parking of campers, motor homes, horse trailer and other such vehicles is prohibited in the parking lot.

9. No parking is permitted on that section of Via Campestre adjoining the Common Area other than for the purpose of loading or unloading.
10. In order to avoid damage to the lawn sprinkling system, no vehicle is permitted to drive across said lawns for any purpose.
11. The Association grants a permanent easement to the owners of the garages situated on the Association's parking lot and each garage shall be designated as to its related ownership unit.
12. Ownership of the garages situated on the Association's parking lot shall run with and not be severable from the ownership of the related apartment unit.
13. Each unit shall be permitted to keep on premises not more than one pet and such pet shall be confined or be on a leash. Each owner shall be responsible for the pet's droppings in the Common Areas.
14. No owner shall cause or allow to be caused the creation of maintenance of a nuisance either in the unit or the Association's property.

Dated this 27th day of February, 2001

R. Schuyler *R. Schuyler*

D Cooper *D. Cooper*

J Rogers *Judy Rogers 398-2676*

*Please alert renters they have
space for only one car.*