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Vial Fotheringham, LLP
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Tempe, AZ 85282

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**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND GRANT OF EASEMENTS FOR PASION EN LA COLINA DEL
CASCABEL**

This First Amendment to the Declaration of Covenants, Conditions, Restrictions, and Grant of Easements for Pasion en la Colina del Cascabel (this "Amendment") is made this 3 day of May, 2021, by the Pasion en la Colina del Cascabel Homeowners Association, an Arizona non-profit corporation ("Association").

RECITALS

A. On August 15, 2000, a Declaration of Covenants, Conditions, Restrictions and Grant of Easements for Pasion en la Colina del Cascabel for Tamarac at Moon Valley ("Declaration") was recorded with the Pinal County Recorder's Office at Instrument No. 2000-033832.

B. Pursuant to A.R.S. §33-1817 and in accordance with Section 11.2 of the Declaration, the Declaration may be amended with the written approval or affirmative vote, or any combination thereof, of Members holding not less than seventy-five percent (75%) or more of the votes in the Association.

C. Owners representing at least seventy-five percent (75%) of the total number of votes in the Association have provided their consent to this Amendment to the Declaration.

D. Unless otherwise defined in this Amendment, each capitalized term used herein shall have the same meaning given to such term in the Declaration.

E. Except as expressly amended by this Amendment, the Declaration shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and the Declaration, this Amendment shall control.

AMENDMENT

NOW, THEREFORE, the Declaration is hereby amended as follows:

Section 4.22 of the Declaration shall be deleted in its entirety and replaced with the following:

4.22 **Rental of Lots**. No Lot may be rented or leased ("rent" and "lease" shall have the same meaning herein) for a term of less than six (6) months. In no case may less than the entire Lot be leased and subleases are prohibited. Before the commencement of each lease term, the Owner shall be required to provide to the Board the name and contact information for any adults occupying the Lot, the time period of the lease agreement including the beginning and ending dates of the tenancy, and a description and the license plate numbers of the tenants' vehicles. Each Owner shall provide to his or her tenant a copy of the Declaration, Articles, Bylaws, Pasion Rules, and any other documents governing the Association. No Lot may be leased to any person(s) who is required to be registered pursuant to Arizona Revised Statute § 13-3821 and who is/are classified as level two or level three sex offender(s).

The Owner shall remain liable for compliance with the Property Documents governing the Association, and shall be responsible for any violations thereof by his or her tenant or the tenant's family, guests, or invitees. All notices shall be sent to the Owner, unless the Owner designates in writing a third party to act as the Owner's agent with respect to all association matters.

IN WITNESS WHEREOF, the President of the Association hereby certifies that this Amendment has been approved by the required percentage of Owners in accordance with Section 11.2 of the Declaration.

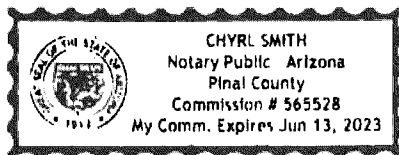
**PASION EN LA COLINA DEL CASCABEL HOMEOWNERS ASSOCIATION,
an Arizona nonprofit corporation**

By: Robert D. Wilson
Name: Robert D. Wilson (President)

STATE OF ARIZONA)
) ss.
County of Pinal)

On this 3 day of May, 2021, before me personally appeared Robert D. Wilson, President of the Association, whose identity has proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed the document.

Notary Seal



Chyrl Smith
Notary Public