

UNOFFICIAL DOCUMENT

# Unofficial Document

*Hold  
Jim Beard*

When Recorded Return to:  
Carpenter, Hazlewood, Delgado & Wood, PLC  
1400 E. Southern Ave., Suite 400  
Tempe, AZ 85282-8010

### **THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MOUNTAINVIEW RANCH NORTH HOMEOWNERS ASSOCIATION**

This Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Mountainview Ranch ("the Amendment") is made as of this 19<sup>th</sup> day of DECEMBER, 2007, by Mountainview Ranch North Homeowners Association, an Arizona nonprofit corporation (the "Association").

#### **RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions for Mountainview Ranch Homeowners Association was recorded on April 22, 2002, in Instrument No. 02-0408223, of the Official Records of Maricopa County, Arizona.

B. There was subsequently recorded a First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Mountainview Ranch North Homeowners Association, recorded on May 30, 2002, in Instrument No. 02-0553670, of the Official Records of Maricopa County, Arizona.

C. There was subsequently recorded a Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Mountainview Ranch, recorded on May 6, 2003, in Instrument No. 03-0575219, of the Official Records of Maricopa County, Arizona.

D. Section 11.16 of the Declaration provides that the Declaration may be amended by the affirmative written assent or vote of the Owners of not less than seventy-five percent (75%) of the Lots.

E. The Board of Directors of the Association proposed to the Lot Owners that the Declaration be amended. The amendment proposed by the Board of Directors was adopted and approved by the affirmative written assent or vote of the Owners of not less than seventy-five percent (75%) of the Lots.

**AMENDMENT**

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

1. The following is deleted entirely from Section 6.3:

Nothing herein shall be deemed to prevent the leasing of a Dwelling Unit to a Single Family from time to time by the Owner thereof, subject to all of the provisions of this Declaration, the Articles, Bylaws, Association Rules and Architectural Rules. Any Owner who leases his Residence shall promptly notify the Association and shall advise the Association of the term of the lease and the name of each tenant.

2. The following is added to the beginning of Section 11.13:

After the recording of this Amendment, no more than fifteen percent (15%) of the Lots of the Association may be leased at any given time to a Single Family. For purposes of this provision only, "Single Family" means an individual, or a group of two or more persons each related to the other by blood, marriage or legal adoption. The term of such lease shall be for six (6) months only. Notwithstanding the forgoing, any lease or sublease or tenancy arrangement in existence on the date this Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements is recorded may continue until its Unofficial Document termination or the Lot is sold to a Single Family member, whichever comes first. Any Lot Owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Lot, notify any potential buyer or person taking title that no more than fifteen percent (15%) of the Lots of the Association may be leased at any given time to a Single Family.

Any arrangement whereby a Lot is leased or otherwise occupied by a non-Owner must be reduced to writing and the Association must be provided a copy of the lease or other occupancy arrangement, as well as the names and phone numbers of all persons residing or planning to reside in the Lot no later than 30 days after commencement of the lease. The Association may require a tenant registration form by regulation of the Board. If it is required, failure to file the form and/or the lease may result in fines as determined by the Board of Directors and outlined in the Association Rules.

Owners may apply for a hearing before the Board for temporary or special variances in case of hardship. Permission to lease will be granted in the sole discretion of the Board of Directors.

F. The Association hereby certifies that this Amendment was approved as required by Section 11.16 of the Declaration.

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

H. IN WITNESS WHEREOF, Mountainview Ranch North Homeowners Association, an Arizona nonprofit corporation, has executed this Amendment as of the day and year first above written.

**Mountainview Ranch North Homeowners Association,**  
an Arizona nonprofit corporation

By: Frederick William Walker

Its: President

State of Arizona            )  
  ) ss.  
County of Maricopa        )

SUBSCRIBED, SWORN TO Unofficial Document ACKNOWLEDGED before me this  
19<sup>th</sup> day of December 2007, by Frederick Walker the  
President of Mountainview Ranch North Homeowners Association, an Arizona nonprofit  
corporation, for and on behalf of the corporation.

Lindsey Viall  
Notary Public

My commission Expires: 4/01/2011



**SECRETARY'S ATTESTATION**

I, ELIZABETH M. SZABO, being the duly elected Secretary of Mountainview Ranch North Homeowners Association, hereby attest that the foregoing Amendment was affirmed, approved and consented to by the affirmative written assent or vote of the Owners of not less than seventy-five percent (75%) of the Lots.

By: *Elizabeth M. Szabo*

Secretary, Mountainview Ranch North Homeowners Association

State of Arizona            )  
  ) ss.  
County of Maricopa        )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 19<sup>th</sup> day of December 2007, by Elizabeth Szabo, the Secretary of Mountainview Ranch North Homeowners Association, an Arizona nonprofit corporation, for and on behalf of the corporation.

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*Lindsey Viall*  
Notary Public

My Commission Expires: 4/01/2011

