

When recorded, mail to:

Vial Fotheringham, LLP
1900 W. Broadway Rd.
Tempe, AZ 85282

1576867730743-3-1-1--
navarrom

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TAMARAC AT MOON VALLEY**

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tamarac at Moon Valley (this "Amendment") is made this 12th day of December, 2019, by the Tamarac at Moon Valley Owners Association, an Arizona non-profit corporation ("Association").

RECITALS

A. On July 27, 2017, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tamarac at Moon Valley ("Declaration") was recorded with the Maricopa County Recorder's Office at Instrument No. 2017-0550601.

B. Pursuant to A.R.S. §33-1817 and in accordance with Section 11.4 of the Declaration, the Declaration may be amended with the written approval, the affirmative vote, or a combination of both of not less than a majority of Owners of the Lots.

C. Owners representing at least fifty-one percent (51%) of the total number of Member 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:

1. Article 6 of the Declaration is hereby amended by adding Section 6.24 therein with the following language:

6.24 Rental Restrictions. No Lot in the community may be leased unless the Lot is owned by a “Qualified Owner” or an “Exempt Owner” of any Class.

For the Purpose of this section, a “Qualified Owner” is the Owner of a Lot that has been occupied by its Owner for two consecutive years prior to initiation of a lease.

For the purpose of this section, an “Exempt Owner” is an Owner of a Lot that:

- Is occupied by its Owner as of the recording of this Amendment (“Class 1 Exempt Owner”)
- Is leased (or held out for lease) as of the recording of this Amendment (“Class 2 Exempt Owner”)
- Receives a “Hardship Exemption” from the Board. In order to qualify for a Hardship Exemption, the Lot shall have been occupied by its Owner for more than one year but less than two years prior to the initiation of a lease. The granting of a Hardship Exemption is a discretionary action by the Board, the granting of which shall be based on good cause (“Class 3 Exempt Owner”)

All Lots owned by Qualified Owners and Exempt Owners shall be included on the Association’s Approved Rental list. If a Qualified Owner or an Exempt Owner sells or otherwise transfers ownership of his or her Lot, said Lot will be removed from the Approved Rental List until such time that the Owner qualifies as a Qualified Owner or a Class 3 Exempt Owner.

The Board shall at least annually inform Owners of the number and percent of Lots that are rented or leased and the change from both the previous year and the year ending December 31, 2017.

The Association may establish any additional Association Rules that may be necessary concerning the procedure to be utilized by Owners that seek to rent or lease their Lot to ensure compliance with this Section. Any Owner wishing to rent or lease his or her Lot after the recording of this Amendment shall contact the Association to ensure their compliance with the restrictions in this Section.

No Lot shall be leased by an Owner, or occupied by an occupant or tenant, for hotel or transient purposes or for a term of less than six (6) months.

Any lease agreement involving less than the entire Lot is prohibited. All lease agreements shall provide that the terms therein shall be subject to the Project Documents and that any failure by the tenant to comply with the terms of the Project Documents shall be a default under the lease agreement. Prior to executing a lease, an Owner shall give the lessee copies of the Project Documents. Upon execution of a lease agreement, an Owner shall promptly notify the Association of the commencement date and termination date of the lease, the name and contact information for any adults occupying the Lot, and a description and license plate numbers of the tenants’ vehicles. No Owner may lease his or her Lot to any person(s) who is required to be registered pursuant to Arizona Revised Statute §133821 and who is/are classified as level two or level three sex offender(s).

(SIGNATURES TO FOLLOW BELOW)

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 11.4 of the Declaration.

**TAMARAC AT MOON VALLEY OWNERS ASSOCIATION,
an Arizona nonprofit corporation**

By: M.E. Bartlett
Name: Mary E. Bartlett

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 12th day of December, 2019, before me personally appeared Mary Earline Bartlett, 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 she signed the document.

Notary Seal



Notary Public [Signature] RR: 11/25/2022