

WHEN RECORDED RETURN TO:

LOKOUTMTV0001AMEND-3-1-1--  
Garcia

James H. Hazlewood, Esq.  
Carpenter, Hazlewood, Delgado & Bolen, LLP  
1400 E. Southern Ave., #400  
Tempe, AZ 85282

**AMENDMENT TO DECLARATION OF HORIZONTAL  
PROPERTY REGIME TOGETHER WITH COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE VILLAGES (TRACT B ONLY)**

THIS AMENDMENT is made to that certain Declaration of Horizontal Property Regime together with Covenants, Conditions and Restrictions for The Villages Tracts A and B, recorded May 17, 1973 in Docket 10141, Pages 458-473, as amended by an instrument of Amendment recorded June 26, 1973 in Docket 10196, Pages 148-150, by the Amended Declaration of Horizontal Property Regime together with Covenants, Conditions and Restrictions recorded December 10, 1980 in Docket 14884, Pages 401-529, by the Amendment recorded at 98-0204504 on March 17, 1998, and by the Amendment recorded at No. 2005-1222369 on August 24, 2005 (collectively the "Declaration").

**WITNESSETH**

WHEREAS, Lookout Mountain Villas is an Arizona non-profit corporation and is the "Association" designated under the Declaration whose members consist of the owners of Apartments in Tract B, including Apartments A through D, Buildings #23 through #40 inclusive of THE VILLAGES Horizontal Property Regime, according to the plat of record in the Office of the County Recorder of Maricopa County in Book 162 of Maps, Page 21, and;

WHEREAS, the amendments to the Declaration made in December, 1980 split governance of The Villages into two associations for Tracts A and B respectively, and;

WHEREAS, Arizona Revised Statutes Section 33-1227 provides that declarations may be amended only by a vote or written consent of the unit owners to which at least sixty-seven per cent of the votes in the association are allocated, or any larger majority the declaration specifies. The Declaration has a lower number. Therefore, sixty-seven per cent is required. There are 72 Apartments in Tract B (Lookout Mountain Villas), and;

WHEREAS, Apartment Owners holdings at least sixty-seven per cent of the votes have consented in writing to this Amendment, and;

NOW THEREFORE, the Association and its members declare that the Declaration is hereby amended as set forth on Exhibit "A" attached hereto and incorporate by reference herein, as to Tract B (Lookout Mountain Villas) only,

EXHIBIT "A"

AMENDMENTS

AMENDMENT ONE: Article VII, Section 1 (Single-Family Residential Use) is amended by adding the following after the existing paragraph [where the last sentence reads: "Nothing herein shall be deemed to prevent the lease of an Apartment to a single-family from time to time by the Owner thereof, subject to all of the provisions of this Declaration."] as follows:

- (a) LEASING AND TERM LIMITATIONS. No Owner may lease less than the entire Apartment. No Unit shall be leased or rented for an initial term of less than six (6) months (which may be extended for lesser terms such as month-to-month, but only with the same lessee). No Apartment may be used for vacation rentals or timeshare purposes. All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Declaration and the Rules and that any violation of this Declaration or the Rules by the Lessee or the other occupants shall be a default under the lease.
- (b) LEASING INFORMATION REQUIREMENTS. At least ten (10) days before commencement of the lease term, the Owner shall provide the Association with all information requested by the Association, unless prohibited under Arizona law. At least ten (10) days before commencement of the lease term, the Owner, even in the absence of a request or tenant registration form that may be utilized by the Association, shall provide the Association with the following information: (i) the commencement date and expiration date of the lease term; (ii) the names and contact information of each of the lessees and each other adult person who will reside in the Apartment during the lease term; (iii) the address and telephone number at which the Owner can be contacted by the Association during the lease term; and (iv) a description and license plate numbers of the lessees' vehicles. Any Owner who leases must provide the lessee with copies of this Declaration and the Rules.
- (c) LEASING OWNER LIABILITY; FEE. The Owner shall be liable for any violation of this Declaration or the Rules by the lessees or other persons residing in the Apartment and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations. The Association reserves the right to charge a fee of not more than \$25.00, or such higher amount as may be allowed by law, for each new tenancy (but not continuations or renewals of existing tenancies).
- (d) EFFECTIVE DATE: Notwithstanding anything to the contrary, any lease entered into or executed before the effective date of this Third Amendment shall not be subject to the six (6) month initial minimum lease requirement.

AMENDMENT TWO: Article VII, Section 24 (OFFER OF SALE) is DELETED IN ITS ENTIRETY.

Except as amended hereby, all other provisions of the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of Lookout Mountain Villas attest that members representing at least sixty-seven per cent of the votes in Lookout Mountain Villas (at least 49 Apartments) have approved this Amendment.

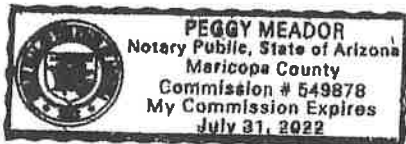
**LOOKOUT MOUNTAIN VILLAS**

By: Elaine K. Coffman  
President

ATTEST:  
Peggy A. Hardy  
Secretary

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 2018, by Elaine Coffman, President of the Lookout Mountain Villas Homeowners Association and by Peggy Hardy, Secretary of the Lookout Mountain Villas Homeowners Association.



Peggy Meador  
Notary Public

(seal and expiration date)