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WHEN RECORDED RETURN TO:

Carpenter, Hazlewood, Delgado & Bolen, LLP
1400 East Southern Avenue, Suite 400
Tempe, Arizona 85282

**SECOND AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF HORIZONTAL PROPERTY REGIME AND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MARYLAND PLACE TOWNHOMES**

This Second Amendment to the Amended and Restated Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions and Restrictions for Maryland Place Townhomes (the "Second Amendment") is made as of the date of its recording by 1920 E. Maryland Place Townhomes Association, Inc., an Arizona nonprofit corporation (the "Association").

RECITALS

A. WHEREAS, the Association is subject to the Amended and Restated Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions and Restrictions for Maryland Place Townhomes recorded March 23, 1984, at No. 1984-0120898 in Maricopa County, as amended in No. 1984-0402195 (collectively, the "Declaration").

B. WHEREAS, the real property subject to the Declaration is described as:

Maryland Place Townhomes, a Condominium Development, according to the Amended and Restated Declaration of Horizontal Property Regime recorded in No. 1984-0120898 in Maricopa County, as amended in No. 1984-0402195 and as shown on the plat recorded in Book 240 of Maps, page 2 and Certificate of Correction recorded in No. 1984-0120897, records of Maricopa County.

C. WHEREAS, the Declaration at Paragraph 25 provides that the Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the undivided ownership of the Common Elements. Subsequent statutory authority at A.R.S. §33-1227(A) provides that the Declaration may be amended by the Association by a vote of 67% of Owners or any larger percentage the declaration specifies. A.R.S. §10-3704 provides that written consents may be used in place of voting at a meeting.

D. WHEREAS, the Association membership wishes to amend the Declaration for the purpose of clarifying that owners are responsible for repair of their Units (inclusive of water damage) and for the amount of the Association's insurance deductible when a claim is made on the Association's insurance policy.

E. WHEREAS, the undersigned certifies that this Second Amendment was adopted and approved by the Owners/Members of at least seventy-five percent (75%) of the undivided interests in the Common Elements by vote by written consent pursuant to the Declaration and A.R.S. §§33-1227(A) and 10-3704.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

(CAPS ARE ADDITIONS, ~~Strikethroughs~~ are deletions)

Paragraph 9. Insurance Requirements Generally. Change the last subparagraph as follows:

The cost and expense of all insurance obtained by the Association, except insurance covering additions, alterations, or improvements made to a Unit or Restricted Common Elements by an Owner or other insurance obtained at the request of and specifically benefiting any particular Owner, shall be Common Expense. **HOWEVER, IN NO EVENT SHALL A DEDUCTIBLE BE CONSIDERED THE COST OF INSURANCE OR A COMMON EXPENSE. THE BOARD MAY OBTAIN INSURANCE WITH REASONABLE DEDUCTIBLES. AS SET FORTH IN PARAGRAPH 12, OWNERS ARE RESPONSIBLE FOR THE AMOUNT OF ANY ASSOCIATION INSURANCE POLICY DEDUCTIBLE RELATED TO UNIT DAMAGE. IF THERE IS DAMAGE TO MULTIPLE UNITS, AND IF A DEDUCTIBLE IS "PER OCCURRENCE" RATHER THAN "PER UNIT", THE DEDUCTIBLE WILL APPLY TO THE UNITS IN PROPORTION TO THE DAMAGE TO EACH AS ADJUSTED BY THE CARRIER.**

Paragraph 9.5. Insurance by Owners. Change the first portion of the paragraph as follows:

THE ASSOCIATION CARRIES INSURANCE TO COVER DAMAGE TO THE COMMON ELEMENTS AND MAY ALSO COVER THE UNITS. Each Owner shall be free to obtain such additional or other insurance AS NEEDED. ~~as he deems desirable, including insurance covering his furnishings and personal property, including by way of illustration, but not of limitation, any additions, alterations and improvements he may have made to his Unit and covering personal liability of himself and his employees, agents and invitees and any other persons for whom such Owner may be responsible.~~ NOTWITHSTANDING, EACH OWNER SHALL OBTAIN CASUALTY INSURANCE TO COVER THEIR UNIT AND ANY APPLICABLE DEDUCTIBLE AMOUNT OF THE ASSOCIATION'S CASUALTY POLICY.

Paragraph 12. Maintenance, Repairs and Replacements: Right of Access. Change the first portion of the paragraph as follows:

Each Owner shall furnish and be responsible for, at ~~his~~ THE OWNER'S own expense, all of the maintenance, repairs and replacements within ~~his own~~ THE Unit, and of any portion of the air conditioning and heating system which exclusively serves ~~his~~ THE Unit; AND THE OWNER IS SPECIFICALLY RESPONSIBLE FOR WATER, SEWER OR OTHER DAMAGE ANYWHERE INSIDE THE EXTERIOR WALLS OF THE UNIT INCLUDING INSURANCE DEDUCTIBLES. ~~and each~~ EACH Owner shall keep the patio, balcony, garage and storage areas to his Unit in a neat, clean and attractive condition.

Except as expressly amended by this Second Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Second Amendment and the Declaration, this Second Amendment shall prevail. Unless otherwise defined herein, each capitalized term used in this Second Amendment shall have the meaning given to such term in the Declaration.

IN WITNESS WHEREOF, 1920 E. Maryland Place Townhomes Association, Inc., an Arizona nonprofit corporation, has executed this Second Amendment.

1920 E. MARYLAND PLACE TOWHOMES ASSOCIATION, INC.,
an Arizona nonprofit corporation

By: [Signature] DECEMBER 26, 2019

Its: President

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 26th day of Dec, 2019, by Tony J. Radford, the President of 1920 E. Maryland Place Townhomes, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

My Commission Expires: Jan 11, 2023 [Signature] Notary Public

