

WHEN RECORDED RETURN TO:
Carpenter, Hazlewood, Delgado & Bolen, LLP
1400 East Southern Avenue, Suite 400
Tempe, Arizona 85282

SCOTTSSPR0001AMD1-4-1-1--
GarciaC

**FIRST AMENDMENT TO THE
AMENDMENT AND RESTATEMENT OF DECLARATION OF HORIZONTAL
PROPERTY REGIME AND DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS ESTABLISHING AND GOVERNING HARBOR POINT
CONDOMINIUMS (TO BE KNOWN AS SCOTTSDALE SPRINGS
CONDOMINIUM)**

This First Amendment to the *Amendment and Restatement of Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions, and Restrictions Establishing and Governing Harbor Point Condominiums (To Be Known as Scottsdale Springs Condominium)* (“the **First Amendment**”) is made as of this 27th day of May, 2020, by the Scottsdale Springs Condominium Association, Inc. (the “**Association**”).

RECITALS

A. The *Amendment and Restatement of Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions, and Restrictions Establishing and Governing Harbor Point Condominiums (To Be Known as Scottsdale Springs Condominium)* was recorded on July 27, 1995 in the Official Records of the Maricopa County Recorder’s Office at Recording Number 1995-0440299 (the “**Declaration**”);

B. The Arizona Condominium Act at A.R.S. § 33-1227(A) states that the Declaration may be amended only by a vote of the Unit Owners to which at least sixty-seven per cent (67%) of the votes in the Association are allocated, or any larger majority the declaration specifies;

C. Article XV, Section 15.17 of the Declaration provides that the Declaration may be amended by a vote of not less than sixty-seven percent (67%) of Unit Owners of the Association; and

D. The Board of Directors of the Association proposed this First Amendment to the Unit Owners and it was adopted and approved by a written consent instrument signed by at least sixty-seven percent (67%) of the votes in the Association pursuant to the Arizona Nonprofit Corporation Act at A.R.S. § 10-3704.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

Article IX, Section 9.05 shall be repealed and restated in its entirety as follows:

9.05 Leasing.

(a) No Owner may lease or rent less than the entire Unit. For the purposes of this Section 9.05, the use of “lease” or “rent” or any variation thereof, is intended to include those occupancies subject to the Arizona Landlord and Tenant Act, A.R.S. § 33-301 et. seq. and 33-1301 et. seq., or possessory real estate contracts. The Association may require Owners to disclose information regarding the lease or rental agreement within the limits of Arizona law.

(b) No Unit may be leased for a term of less than thirty (30) consecutive days. Any lease or rental agreement for a term of less than thirty (30) consecutive days is a “short-term rental.” Short-term rentals are expressly prohibited. Any sublease or assignment of a lease shall be for the entire remainder of the lease term.

(c) No Unit may be advertised, listed, marketed, or otherwise offered in writing or verbally in any form to any party as available on a short-term rental basis, i.e. for a term of less than thirty (30) days.

(d) All leases must provide that the terms of the lease are subject in all respects to the provisions of the Declaration, Association Rules, and Restrictions (collectively referred to a “Governing Documents”) and that any violation of the Governing Documents by the lessee, sublessees, assignees, or other occupants shall be a default under the lease.

(e) Any Owner who shall lease his, her, or its Unit shall be responsible for assuring compliance by the Occupancy with this Declaration, the By-Laws, and the Association Rules. Failure by an Owner to take legal action, including the institution of a forcible entry and detainer proceeding against his, her, or its Occupant who is in violation of this Declaration, By-Laws, or the Association Rules within Ten (10) days after receipt of written demand to do so from the Board, shall entitle the Association, acting by and through the Board, to take any and all such actions including the institution of proceedings and forcible entry and detainer on behalf of such Owner against his Occupant. Any expenses incurred by the Association, including

reasonable attorneys' fee and costs of suit, shall be repaid to it by such Owner. Failure of such Owner to make such repayment within Ten (10) days after receipt of a written demand therefor shall entitle the Board to levy a special Assessment against such Owner and his Condominium Unit for all such expenses incurred by the Association. In the event such special Assessment is not paid within Thirty (30) days of its due date, the Board may resort to all remedies of the Association for collection thereof.

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

IN WITNESS WHEREOF, this First Amendment was approved as required by Article XV, Section 15.17 of the Declaration and A.R.S. § 33-1227(A) and is adopted by the Unit Owners on the date as set forth above.

Scottsdale Springs Condominium Association, Inc.
an Arizona nonprofit corporation

By: Dianne Snider

Dianne Snider
 President, the Scottsdale Springs Condominium Association, Inc.

SECRETARY'S ATTESTATION

I, Glenda Walton, being the duly elected Secretary of the Scottsdale Springs Condominium Association, Inc., hereby attest that the foregoing First Amendment was affirmed, approved, and consented to by at least sixty-seven percent (67%) of the votes in the Association.

By: Glenda Graham-Walton

Glenda Walton

Secretary, the Scottsdale Springs Condominium Association, Inc.