



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

WHEN RECORDED, RETURN TO:

2008-0961433 11/07/08 02:02 PM
2 OF 7

FLORESC

Beth Mulcahy
Mulcahy Law Firm, P.C.
3001 East Camelback Rd., Suite 130
Phoenix, Arizona 85016
(602) 241-1093

AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY REGIME
AND
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
ESTABLISHING AND GOVERNING THE CENTER COURT, SCOTTSDALE

This Amendment to the Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions and Restrictions Establishing and Governing The Center Court, Scottsdale is made as of this 6th day of November, 2008, by The Center Court, Condominium Association, ("Association"), an Arizona non-profit corporation.

RECITALS

A. The original Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions and Restrictions Establishing and Governing The Center Court, Scottsdale was recorded on January 16, 1984 at Recording Number 1984-019865; First Supplement Declaration recorded on February 28, 1984 at Recording Number 1984-079376; First Amendment to the Declaration recorded on October 10, 1984 at Recording Number 1984440830; Second Supplemental Declaration recorded on June 16, 1986 at Recording Number 1986-301054; Third Supplemental Declaration recorded on June 3, 1987 at Recording Number 1987-351772; and Second Amendment to the Declaration recorded on June 3, 1987 at Recording Number 1987-351773, records of Maricopa County, Arizona (the "Declaration").

B. Article XV, Section 15.17(b) of the Declaration provides that the Declaration may be amended only by the vote of not less than Two-Thirds (2/3) of the Unit Owners of the Association.

C. The Board of Directors of the Association proposed to the members that the Declaration be amended to include a rental restriction. The amendment proposed by the Board of Directors was adopted and approved by the affirmative vote of not less than Two-Thirds (2/3) of

the Unit Owners of the Association.

NOW, THEREFORE, Article IX, Section 9.06 of the Declaration is amended as follows:

1. Section 9.06. Leasing. New owner(s) who purchase a condominium unit(s) in the Association on or after the date of the recording of this amendment with the Maricopa County Recorder's office are prohibited from renting or leasing such Condominium Unit(s).

However, any owner(s) who owns a condominium Unit(s) prior to the date of recording of this amendment with the Maricopa County Recorder's office, is/are grandfathered and may rent or lease his/her/their/its Condominium Unit(s) or any additional condominium unit(s) purchased by that owner(s) at any time in the future; however, that owner's right to rent or lease his/her/their Condominium Unit(s) shall terminate upon the sale of the Condominium Unit(s) to a third party by the person(s) who is/are owners at the time of adoption of this provision. Any transfer or conveyance of a Condominium Unit(s) by any owner(s) who owns any condominium Unit(s) prior to the date of recording of this amendment with the Maricopa County Recorder's office by devise or intestate succession, for estate planning purposes or to a corporation, partnership or other entity in which the grantor/Owner owns a majority interest shall not be considered a "Sale" of the condominium Unit to a third party.

The Board of Directors may permit a Condominium Unit owner to lease his/her Condominium Unit for a reasonable period of time whenever, in its opinion, such action may be necessary or desirable to alleviate a hardship resulting from death, extended illness, transfer or other similar cause.

Any agreement for the leasing or rental of any Condominium Unit (hereinafter referred to as in this Section as a "Lease") shall provide that the terms of such Lease shall be subject in all respects to the provisions of this Declaration, By-Laws, and the Association Rules. Said Lease shall further provide that any failure by the Occupant thereunder to comply with the terms of the foregoing documents shall be a default under the Lease. All Leases shall be in writing. Unless approved by the Board in writing, no Condominium Unit shall be leased for transient or hotel purposes which shall be defined as rental for any period of less than Thirty (30) days. Any Owner Who shall lease his Unit shall be responsible for assuring compliance by the Occupant 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 Occupant who is in violation of this Declaration, the 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' fees 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 the collection thereof.

- 2. The terms used in the Amendment without definition shall have the same meanings given to such terms in the Declaration.
- 3. By attesting to this Amendment, the President certifies that the amendments to the Declaration set forth in this Amendment were properly adopted by the Association in accordance with the requirements of the Declaration.
- 4. Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any inconsistency or conflict between the provisions of this Amendment Declaration, this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned, has hereunto set its hand and seal this 6th DAY OF November, 2008.

THE CENTER COURT CONDOMINIUM ASSOCIATION
BY: Timothy Bartlett
ITS: TIMOTHY B. BARTLETT

TL~~

STATE OF)
ARIZONA)
County of Maricopa ss.)

The foregoing instrument was acknowledged before me this 6th day of November, 2008, by Timothy Bartlett, the President of The Center Court, Condominium Association, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public:

My Commission Expires:

ATTEST

By: Nancy Smith
ITS: NANCY SMITH, SECRETARY

STATE OF ARIZONA)
)
County of Maricopa ss.)

The foregoing instrument was acknowledged before me this 6th day of November, 2008, by Nancy Smith, the Secretary of The Center Court, Condominium Association, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public: **V;i~**

My Commission Expires: ~ 12..-



OFFICIAL SEAL
KIM BAGNALL NOTARY
PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 30, 2012