

EASTSIDE

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**CERTIFICATE OF AMENDMENT TO DECLARATION
RENTALS
FOR CREEKSIDE HOMEOWNERS ASSOCIATION**

This Certificate of Amendment to Declaration, Rentals for Creekside Homeowners Association ("Rentals Amendment") is made and executed as of this 21st day of May 2007 by The Board of Directors of Creekside Homeowners Association.

BACKGROUND

A. The Declaration of Covenants, Conditions, and Restrictions for Creekside Subdivision was recorded in **Docket 7051, Page 1098**, Official Records of Pima County, Arizona ("Declaration"). The Declaration subjects certain real property located in Pima County, Arizona consisting of various houses and related common areas depicted on the Plat to the covenants, conditions, restrictions, liens, and easements as more fully set forth in the Declaration and the other Project Documents.

B. Pursuant to Article VII, Section 7.02 of the Declaration, the Declaration may be amended with the affirmative vote of the Owners of not less than seventy-five percent (75%) of the Dwelling Units within the subdivision.

C. Capitalized terms used but not defined in this Rentals Amendment will be ascribed the meanings specified in the Declaration, or Arizona law.

RENTALS AMENDMENT

Pursuant to the Declaration, the Members amend the Declaration as follows:

Article II, Section 2.02 is revoked in its entirety.

A new Article II, Section 2.02 is added as follows:

Article II, Section 2.02 Rentals

A. *General Limitations.* Owners shall not lease or rent their Lots unless the Owner obtains prior approval of the Board in writing for an exemption as a special case involving hardship or other extenuating circumstances. Nor shall any Owner enter into any timeshare or other transaction that has the effect of a leasehold or rental transaction. The Board and/or any court construing this provision are encouraged to consider that the general intention of this Section


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- B. is to limit occupancy to Owners. The Board and any court construing this Section shall disregard the form of any transaction that might evade the intention of this Section, and analyze the substance of the transaction. Owners who have undiluted fee simple interests in the Dwelling Units; and together with any family members, care giving persons and/or short term guests, are to be the sole occupants of the Dwelling Units.
- C. *Existing Owners Grandfathered.* Notwithstanding the above, all Owners of Lots as of the date this Amendment is recorded ("Grandfathered Lots") are exempt from this limitation until the current Owner sells, conveys or in any way transfers the Lot. Such change in ownership of a Grandfathered Lot will automatically terminate its Grandfathered Lot status, and all successor Owners of the Lot shall thereafter be subject to the limitations set forth above in this Section. For the purposes of this Section, a conveyance from an Owner to the Owner's Living Trust, or a similar estate planning transaction, shall not be deemed a change in ownership sufficient to terminate Grandfathered Lot status. A roster of the current Owner of each Lot as of the date this Rentals Amendment is recorded shall be made a part of the permanent records of the Association.
- D. *Board's Authority to Implement.* The Board may enact rules and regulations to implement this Section. The Board shall have the specific authority to: 1) require written registration of each rental transaction to include a copy of the lease; 2) require any lease to provide that the failure of any lessee or tenant to comply with the provisions of this Declaration, Articles, By-Laws, and the Rules and Regulations shall be a default under the lease; and 3) require each Owner and tenant to agree to a Crime Free Lease Addendum in a form required by the Board.
- E. *Applicability.* This Amendment shall not apply to any purchaser who has signed a fully executed purchase contract before the date this Amendment is recorded.
- F. *Disclosure.* Owners are required to disclose this Amendment to all purchasers.

CERTIFICATION

Pursuant to Article VII, Section 7.02 of the Declaration, the undersigned President and Secretary of Creekside Homeowners Association hereby certify that the Owners of not less than seventy-five percent (75%) of the Owners of Dwelling Units within the Property consented to this Amendment in writing.

By: 
 President

4-12-00 02:00 PM

