

F. ANN RODRIGUEZ, RECORDER
Recorded By: KN
DEPUTY RECORDER
4890

W
FIRST CLASS-CARPENTER
PICKUP



SEQUENCE: 20171580770
NO. PAGES: 3
ARSTR: 06/07/2017 18:00:00
PICK UP
AMOUNT PAID: \$9.00

Tucson, Arizona 85704

**AMENDMENT RE: WATER CHARGES TO
THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
DESERT PALMS TOWNHOUSES**

This Amendment Re: Water Charges to the Amended Declaration of Covenants, Conditions and Restrictions Desert Palms Townhouses (the "Water Charges Amendment") is made as of this 15th day of June, 2017, by Desert Palms Townhouse Association, Inc., an Arizona nonprofit corporation (the "Association").

RECITALS

A. The Amended Declaration of Covenants, Conditions and Restrictions for Desert Palms Townhouse Association (the "Declaration") was recorded on January 11, 1993 at docket 9455, page 860 in the official records of the Pima County Recorder.

B. Article IX, Section 5 of the Declaration provides that the Declaration may be amended at any time by an instrument signed by at least seventy-five percent (75%) of the townhouse lot Owners.

C. This amendment proposed by the Board of Directors was adopted and approved by an instrument signed by at least seventy-five percent (75%) of the lot Owners.

AMENDMENT

NOW, THEREFORE, Article IV, Section 2 of the Declaration is amended in its entirety and replaced by the following new Article IV, Section 2 of the Declaration as follows:

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. The assessment will cover fire insurance on all structures, as well as liability insurance, all water charges for the swimming pool and irrigation of the shrubbery located in front of each townhouse or on the Common Areas, repair and maintenance of Common Areas, streets and street lights, which includes all electricity and gas costs for Common Areas and taxes thereon, wages of the gardener, management fees, or any other cost necessary for the maintenance and upkeep of said common property. Each lot owner shall be responsible for all individually metered water charges to his/her lot, notwithstanding the Association's obligation to maintain exterior water lines as set for in Article VII, Section 1 of the Declaration.

IN WITNESS WHEREOF, Desert Palms Townhouse Association, Inc., an Arizona nonprofit corporation, has executed this Amendment as of the day and year first above written.

DESERT PALMS TOWNHOUSE ASSOCIATION, INC.,
an Arizona nonprofit corporation

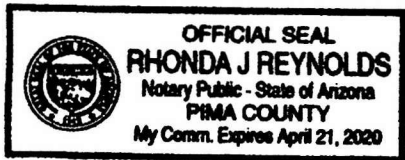
Richard Gorton
Richard Gorton, President

State of Arizona)
) ss.
County of Pima)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 1st day of June, 2017, by Richard Gorton, the President of Desert Palms Townhouse Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

My Commission Expires: 4/21/2020

Rhonda J Reynolds
Notary Public



SECRETARY'S ATTESTATION

I, Dean Bekken, being the duly elected Secretary of Desert Palms Townhouse Association, Inc., hereby attest that the foregoing Amendment was approved by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

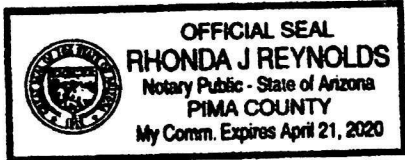
By: 
Secretary, Desert Palms Townhouse Association, Inc.

State of Arizona)
) ss.
County of Pima)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 1st day of June, 2017, by Dean Bekken, the Secretary of Desert Palms Townhouse Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.


Notary Public

My Commission Expires: 4-21-20



Approved by the undersigned Owners, being at least seventy-five percent of the total number of townhouse Owners of the date upon which this Amendment is executed for the purposes stated herein.

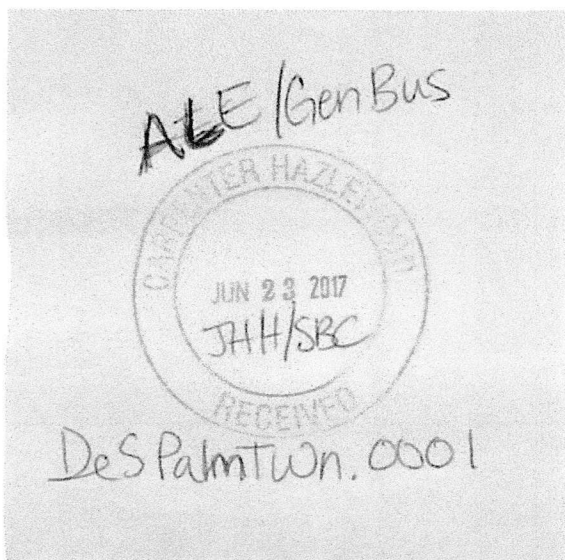
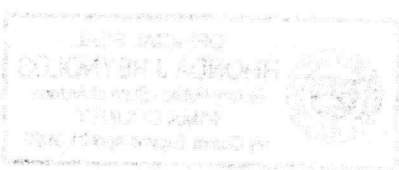
MEMORANDUM FOR THE RECORD

On June 23, 2017, the following information was received from the...

The information received from the...

Very truly yours,
[Signature]

Enclosed for the file are...



The information received from the...

F. ANN RODRIGUEZ, RECORDER
Recorded By: KN
DEPUTY RECORDER
4890

W
FIRST CLASS-CARPENTER
PICKUP



SEQUENCE: 20171580771
NO. PAGES: 3
ARSTR: 06/07/2017 18:00:00
PICK UP
AMOUNT PAID: \$9.00

TUCSON, ARIZONA 85704

**AMENDMENT RE: TERM and METHOD OF TERMINATION
THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
DESERT PALMS TOWNHOUSES**

This Amendment Re: Term and Method of Termination to the Amended Declaration of Covenants, Conditions and Restrictions Desert Palms Townhouses (the "Term and Method of Termination Amendment") is made as of this 15th day of June, 2017, by Desert Palms Townhouse Association, Inc., an Arizona nonprofit corporation (the "Association").

RECITALS

A. The Amended Declaration of Covenants, Conditions and Restrictions for Desert Palms Townhouse Association (the "Declaration") was recorded on January 11, 1993 at docket 9455, page 860 in the official records of the Pima County Recorder.

B. Article IX, Section 5 of the Declaration provides that the Declaration may be amended at any time by an instrument signed by at least seventy-five percent (75%) of the townhouse lot Owners.

C. This amendment proposed by the Board of Directors was adopted and approved by an instrument signed by at least seventy-five percent (75%) of the lot Owners.

AMENDMENT

NOW, THEREFORE, Article IX, Section 5 of the Declaration is amended in its entirety and replaced by the following new Article IX, Section 5 of the Declaration as follows:

Section 5: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land until terminated. This Declaration may be terminated at any time if such termination is approved by the Affirmative vote or written consent, or any combination thereof, of the Owners representing ninety percent (90%) or more of the votes in the Association. This Declaration may be amended by an instrument signed by at least seventy-five percent (75%) of the townhouse lot Owners. Any amendment must be recorded in the Office of the County Recorder of Pima County, Arizona.

IN WITNESS WHEREOF, Desert Palms Townhouse Association, Inc., an Arizona nonprofit corporation, has executed this Amendment as of the day and year first above written.

DESERT PALMS TOWNHOUSE ASSOCIATION, INC.,
an Arizona nonprofit corporation

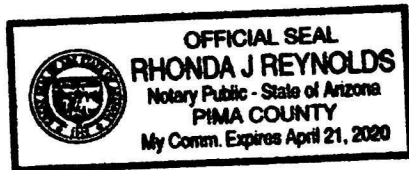
Richard Gorton
Richard Gorton, President

State of Arizona)
) ss.
County of Pima)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 15th day of June, 2017, by Richard Gorton, the President of Desert Palms Townhouse Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation

My Commission Expires: 4/21/2020

Rhonda J Reynolds
Notary Public



SECRETARY'S ATTESTATION

I, Dean Bekken, being the duly elected Secretary of Desert Palms Townhouse Association, Inc., hereby attest that the foregoing Amendment was approved by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

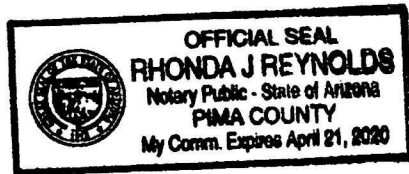
By: Dean Bekken
Secretary, Desert Palms Townhouse Association, Inc.

State of Arizona)
) ss.
County of Pima)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 15th day of June, 2017, by Dean Bekken, the Secretary of Desert Palms Townhouse Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

Rhonda J Reynolds
Notary Public

My Commission Expires: 4-21-20



Approved by the undersigned Owners, being at least seventy-five percent of the total number of townhouse Owners of the date upon which this Amendment is executed for the purposes stated herein.
