

3  
K  
T

F. ANN RODRIGUEZ, RECORDER  
Recorded By: KAL  
DEPUTY RECORDER  
4975



SEQUENCE: 20180530254  
NO. PAGES: 4  
02/22/2018  
11:58:50

W  
KAREN SIDERELIS  
7577 N VIALEDI BUONA FORTUNA  
TUCSON AZ 85718

**FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR VILLA MILANO AT RANCHO SIN VACAS SUBDIVISION**

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Villa Milano at Rancho Sin Vacas Subdivision (the "Declaration") was recorded on November 23, 2004, Sequence 20042260383, office of the Pima County Recorder; and

WHEREAS, the First Amendment to the Declaration was recorded on November 29, 2005, Sequence 20052301212, office of the Pima County Recorder; and

WHEREAS, the Second Amendment to the Declaration was recorded on March 22, 2006, Sequence 20060551138, office of the Pima County Recorder; and

WHEREAS, the Third Amendment to the Declaration was recorded on November 29, 2005, Sequence 20052301212, office of the Pima County Recorder; and

WHEREAS, Section 10.2(A) of the Declaration provides that so long as the Declarant owns at least five Lots shown upon the Plat, Declarant shall have the right of its own volition and without any other consent or approval to amend this Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

I.

**DELETE: ARTICLE IX, Section 9.22 Renting is deleted in its entirety.**

**ADD: Article IX, Section 9.22A. Limitations on Leasing of Lots.**

**9.22A.1.** Except as otherwise provided herein, the leasing or renting of a Lot is not permitted.

**9.22A.2.** To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to an Owner to lease his/her Lot to a specified lessee for a period of not less than six consecutive months. Examples of situations that would qualify for a variance from the leasing restriction are: (A) A

temporary job transfer with the Owner intending to return to the Lot within 12 months; (B) An Owner's need to leave the Lot to care for a sick relative or because of his/her own illness, with the Owner intending to return to the Lot within 12 months; (C) Plans for extended travel with the Owner intending to return to the Lot within 12 months.

**9.22A.3.** Owners of Lots at the time this Fourth Amendment to the Declaration is recorded in the office of the Pima County Recorder shall be exempt from the limitation on leasing set forth in Section **9.22A.1**. However, when a Lot is sold, transferred or otherwise conveyed, the subsequent Owner or transferee must adhere to Section **9.22A.1**.

**ADD:** **Article IX, Section 9.22B. Leasing Requirements.** For any Lot that is leased or rented, the following restrictions shall apply:

**9.22B.1. Obligations of Tenants.** All provisions of the Declaration and Rules which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to tenants. The Owner shall provide his/her tenant with copies of the Declaration and any pertinent Rules. In the event the Owner fails to do so, the Association may provide copies to the tenant and charge the Owner the cost of doing so.

**9.22B.2. Requirements for Leases.** All leases shall be in writing and shall specifically provide:

9.22B.2.1. The lease is subject in all respects to the provisions of the Declaration and Rules.

9.22B.2.2. The failure of the tenant to comply with the terms and conditions of the Declaration and Rules constitutes a material default of the lease, and the Owner shall be entitled to reenter and retake possession of the premises pursuant to the provisions of the Arizona Landlord Tenant Act, A.R.S. Section 33-1301 *et seq.*

9.22B.2.3. All leases shall be for a minimum of 12 months.

**9.122B.3. Notification to Association.** Within seven days of lease inception, an Owner leasing his/her Lot, shall give the Association, in writing, the name and contact information for any adults occupying the Lot, the time period of the lease, including the beginning and ending dates of the tenancy, and a description and the license plate numbers of the tenants' vehicles.

**9.22B.4. Enforcement of Restrictions.** An Owner shall be responsible for any violation of the Declaration and Rules by his/her lessee or tenant or any other persons

residing in the Lot, and their guests or invitees. In the event of any violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations. In addition, the Association may undertake all available remedies, including but not limited to the collection of fees and penalties permitted pursuant to the Arizona Planned Communities Act [Sections 33-1803, 33-1806.01(D) and (E)(4), and any other applicable Sections].

II.

**DELETE:** *Article X, Section 10.2(A). Procedure for Amendment is deleted in its entirety.*

**ADD:** *Article X, Section 10.2(A). Procedure for Amendment. This Declaration may be amended at any time by the affirmative vote of 2/3rds of the Owners, casting one vote per Lot. Any amendment to this Declaration shall be evidenced by a written document signed and acknowledged by the President and Secretary of the Association, attesting that the requisite number of Owners consented to such amendment. An amendment such become effective upon its recordation with the Pima County Recorder, Pima County, Arizona.*

Notwithstanding the foregoing, so long as Declarant owns at least five Lots shown upon the Plat, Declarant shall have the right of its own volition and without any other consent or approval to amend this Declaration.

