

When Recorded Return To:
Peachtree Lane Improvement Association
c/o Vision Community Management, Inc.
Crystal Mears, CAAM
16625 S. Desert Foothills Parkway
Phoenix, Arizona 85048

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**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR PEACHTREE LANE IMPROVEMENT ASSOCIATION, INC.**

RECITALS

WHEREAS, Declarant executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Peachtree Lane, on or about December 12, 1995 at Instrument No. 1995-0764406, records of Maricopa County, Arizona (the "Declaration");

WHEREAS, Arizona Revised Statute § 33-1227, provides that the Declaration may be amended by the Owners of the property that is subject to the Declaration by an affirmative vote of the number of owners or eligible voters specified in the Declaration;

WHEREAS, Article XI, Section 3 of the Declaration provides that the Declaration may be amended by the written consent of not less than sixty-seven percent (67%) of the Units.

WHEREAS, the Owners desire to amend the Declaration to add language to limit the length of leases within the Association.

AMENDMENT

NOW, THEREFORE, the Owners, by the written approval of Owners representing at least sixty-seven percent (67%) of the votes in the Association, hereby amend the Declaration to amend Article II, Section 15 of the Declaration, to read as indicated below:

Article II, Section 15 of the Declaration is hereby amended to read as follows:

No portion of the Premises shall be rented, and then only to a Single Family, for less than six (6) months. Each lease must be in writing, and must provide that the lease is subject in all respects to the provisions of the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation of the Association, the Bylaws of the Association, and all rules and regulations duly adopted by the Association. Each lease shall provide that the failure of the lessee or tenant to comply with the terms of the Governing Documents noted herein shall be a default under the lease. Owners are responsible for the acts (or omissions) of their tenants/lessees, and the tenants/lessees' guests or invitees. No subleases are allowed, and not less than the entire Unit shall be rented.

Owners shall provide to the Association all lessee information specified in Arizona law, including (1) the name and contact information for any adults occupying the property; (2) the beginning and end dates of the tenancy, and (3) descriptions and license plate numbers of the tenants' vehicles.

Notwithstanding anything in the Declaration to the Contrary, and in addition to the time limitations set forth hereinabove, no Unit Owner shall be permitted to lease the Owner's Unit, and the Association shall not approve any new lease, if an aggregate of five (5) Units are then currently leased. Accordingly, a Unit Owner must receive prior written approval from the Association to lease his Unit.

All other portions and provisions of the Declaration remain in full force and effect.

Certificate of Adoption

I HEREBY CERTIFY that the foregoing is true and correct, and the above amendment was approved in writing by the requisite number of Owners of Units in the Association. I further certify that all requirements for these amendments as set forth in the Recitals was met.

DATED this 19 day of August, 2020.

Peachtree Lane Improvement Association

By: Karen Smith
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 19th day of AUGUST, 2020, before me, the undersigned Notary Public, personally appeared KAREN SMITH, and he/she, as an officer of Peachtree Lane Improvement Association, being so authorized, executed the foregoing instrument for the purposes therein express and contained.

WITNESS my hand and seal.

Joda Washington

My commission expires:

9.16.2023

