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WHEN RECORDED, RETURN TO:

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**SECOND AMENDMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CARIBBEAN GARDENS**

This Second Amendment ("Amendment") to the Declaration of Covenants, Conditions and Restrictions of Caribbean Gardens is made as of this 2nd day of *April*, 2003, by the Caribbean Gardens Association ("Association"), an Arizona non-profit corporation.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions (the "Declaration") was recorded at Docket Number 10293, Pages 130 to 146, and amended at Docket 13876, Pages 515 to 516, records of Maricopa County, Arizona, subjecting the real property described in the Declaration to a horizontal property regime.

B. Article XI, Section 11.1 of the Declaration provides that the Declaration may be amended by an instrument in writing setting forth such change, modification or rescission, signed by the Owners representing not less than eighty percent (80%) of the total interest in the Common Elements and acknowledged.

C. The Board of Directors of the Association proposed to the members that the

Declaration be amended. The amendment proposed by the Board of Directors was adopted and approved by an instrument in writing setting forth such change, modification or rescission, signed by the Owners representing not less than eighty percent (80%) of the total interest in the Common Elements and acknowledged.

NOW, THEREFORE, the Declaration is amended as follows:

1. Add Article XIII to the Association's Declaration - Article XIII. Leasing:

"No owner of a Unit shall rent or lease such Unit, provided that any owner or any heir or relative of an owner, as of the date of adoption of this provision may continue renting or leasing his/her/their/its Unit, except that such right to rent or lease the Unit shall terminate upon the sale of the Unit by the person(s) who are owners at the time of adoption of this provision.

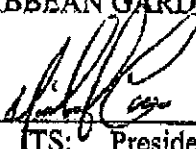
Each owner of a Unit that is being rented or leased shall provide the Board of Directors with documentation of each such existing tenancy within thirty (30) days of adoption of this provision or the date of commencement of the tenancy, whichever is earlier, and thereafter with documentation of each new tenancy within thirty (30) days of commencement of each such tenancy. Such documentation shall include the names and telephone numbers of the tenants and the term of the tenancy. It shall be the responsibility of the owner(s) to provide the tenants with current copies of the Declaration of Covenants, Conditions and Restrictions (as amended), By-Laws and Rules and Regulations and amendments thereto.

The Board of Directors may permit a Unit owner to lease his/her 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."

2. Delete the words "leased" and "or lessee" from Article II, Section 2.1.
3. Delete the word "tenants" from Article IV, Section 4.2.
4. Delete the word "lessee" from Article X, Section 10.2.

5. Delete the second sentence - "This restriction also applies to units rented or leased by owners." - from the Amendment to Declaration of Covenants, Conditions and Restrictions dated August 8, 1979.
6. The terms used in this Amendment without definition shall have the same meanings given to such terms in the Declaration of Covenants, Conditions and Restrictions for Caribbean Gardens (as amended).
7. By attesting to this Amendment, the undersigned certifies that the amendments to the Declaration of Covenants, Conditions and Restrictions for Caribbean Gardens (as amended) set forth in this Amendment were properly adopted by the Members of the Association in accordance with the requirements of the Declaration of Covenants, Conditions and Restrictions for Caribbean Gardens (as amended).
8. Except as expressly amended by this Amendment, the Declaration of Covenants, Conditions and Restrictions for Caribbean Gardens (as amended) shall remain in full force and effect. In the event of any inconsistency or conflict between the provisions of this Amendment and the Declaration of Covenants, Conditions and Restrictions for Caribbean Gardens (as amended), this Amendment shall prevail.

CARIBBEAN GARDENS ASSOCIATION

BY:  MICHAEL CARR
(TS: President

ATTESTED BY: 
(TS: Secretary