

When recorded, mail to:

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Theodore G. Collins, Secretary  
La Colina Homeowners' Association  
13579 E. Estrella Ave.  
Scottsdale, AZ 85259

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LA COLINA

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for La Colina is submitted for recording this 7 day of November, 2020 by La Colina Homeowners' Association, an Arizona nonprofit corporation (the "**Association**").

**RECITALS**

- A. A Declaration of Covenants, Conditions and Restrictions for La Colina ("**Declaration**") was recorded in recording number 94-0722967, on October 4, 1994, of the official records of the Maricopa County, Arizona Recorder. A First Amendment to the Declaration was recorded in recording number 95-0244480, on May 1, 1995, of the official records of the Maricopa County, Arizona Recorder.
- B. Unless otherwise defined in this Second Amendment, each capitalized term used in this Second Amendment shall have the meaning given to such term in the Declaration.
- C. Section 13.3 of the Declaration provides that the Declaration may be amended at any time by an instrument signed by the Owners of at least seventy-five percent (75%) of the lots and recorded with the Maricopa County Recorder.
- D. The amendments to the Declaration set forth in this Second Amendment have been adopted by the affirmative vote and written consent of the Owners of at least seventy-five percent (75%) of the lots.

**AMENDMENT**

**NOW, THEREFORE**, the Declaration is amended as follows:

1. The following Section 10.4 is added at the end of Article X of the Declaration:

**Section 10.4 Painting of Exterior Walls.** The Association shall be responsible for painting all exterior walls that border the public rights-of-way, whether such exterior walls are located on Lots or the Common Areas. If said walls are located on Lots, the Association shall have an easement for ingress and egress over the Lots for performance on this obligation. The cost for such painting shall be a common expense of the Association. Each Owner of a Lot shall be responsible for maintaining all of the walls on his Lot, painting the interior of all walls located on the Lot (at his discretion), and painting the exterior of any walls not painted by the Association.

2. The Declaration will be amended to remove all references to the Declarant in the Declaration and to make any grammatical changes necessary to facilitate removing all references to the Declarant.
3. Except as expressly amended by this Second Amendment, the Declaration shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions of the Second Amendment and the Declaration, this Second Amendment shall control.

**LA COLINA HOMEOWNERS  
ASSOCIATION**, an Arizona nonprofit  
corporation

By: *Robert Roliardi*

Name: ROBERT ROLIARDI

Title: La Colina HOA Board President

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 7 day of November, 2020,  
by Robert Roliardi, the President of La Colina Homeowners Association, an Arizona corporation, on  
behalf of the corporation.

*Scott William Simonds*  
Notary Public

My commission expires:

04/12/2024

