



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLÉ

DATE/TIME: 08/02/2011 1533
FEE: \$13.00
PAGES: 3
FEE NUMBER: 2011-063773



3
WHEN RECORDED RETURN TO:

Carpenter, Hazlewood, Delgado & Wood, PLC
1400 East Southern Avenue, Suite 400
Tempe, Arizona 85282

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR
LOST DUTCHMAN GARDENS**

This First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Lost Dutchman Gardens ("the Amendment") is made as of this 28th day of July, 2011, by the Lost Dutchman Gardens Homeowners Association, Inc., an Arizona nonprofit corporation (the "Association").

RECITALS

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Lost Dutchman Gardens (the "Declaration") was recorded on March 31, 2000 at Fee No. 2000-013890 in the official records of the Pinal County Recorder.

B. Article 9, Section 9.3.1 of the Declaration provides that the Declaration may be amended at any time by the written approval or the affirmative vote, or any combination thereof, of Owners of not less than seventy-five percent (75%) of the Lots, with one vote per Lot.

C. This amendment, proposed by the Board of Directors, was adopted by the written approval of Owners of not less than seventy-five percent (75%) of the Lots.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

Article 3, Section 3.29 is hereby added to the Declaration:

SECRETARY'S ATTESTATION

I, Jenna A. Davis, being the duly elected Secretary of the Lost Dutchman Gardens Homeowners Association, Inc., hereby attest that the foregoing Amendment was approved, in writing, by the Owners of not less than seventy-five percent (75%) of the Lots, with one vote per Lot.

By: Jenna A. Davis
Secretary, Lost Dutchman Gardens Homeowners Association, Inc.

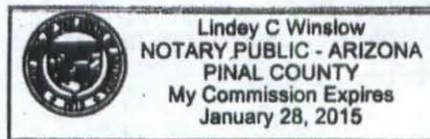
State of Arizona)
) ss.
County of Pinal)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 28th day of July, 2011, by Jenna A. Davis, the Secretary of Lost Dutchman Gardens Homeowners Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

Lindey C Winslow
Notary Public

My Commission Expires:

January 28, 2015



3.29 Rental Regulations

No Owner may lease less than his or her entire Lot and the Residential Dwelling situated thereon. All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of the Project Documents and that any violation of this Declaration or the Association Rules by the lessee or the other occupants shall be a default under the lease. There shall be no subleasing of Residences or assignments of the leases.

At least ten (10) days before the commencement of the lease term, the Owner shall provide the Association with the following information: (a) a copy of the lease with the commencement and the expiration date of the lease terms; (b) the names of each of the Lessees and each other person who will reside in the Residential Dwelling during the lease term; (c) the address and telephone number at which the Owner can be contacted by the Association during the lease term; (d) the name, address and telephone number of a person other than the Owner who the Association can contact in the event of an emergency involving the Lot; and (e) a signed copy of the Crime Free Lease Addendum for Lost Dutchman Gardens Association. Any Owner who leases his or her Lot and the Residential Dwelling situated thereon must provide the Lessee with copies of all of the Association's Project Documents including the Declaration, the Design Guidelines and the Association Rules. Owner shall conduct a rental history investigation, a criminal background check and a registered sex offender search on all Lessees prior to the commencement of any lease.

The Owner shall be liable for any violation of the Declaration, Crime Free Lease Addendum, the Design Guidelines and/or the Association Rules by the Lessees or other person residing in the Residential Dwelling and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations. The Association shall be a third-party beneficiary of the lease and the Crime Free Lease Addendum, may enforce all terms of these contracts, and may avail itself of all the remedies afforded to a landlord under Arizona law. The Crime Free Lease Addendum shall have the same force and binding effect as the Declaration.

Except as expressly amended by this First Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this First Amendment and the Declaration, this First Amendment shall prevail.

IN WITNESS WHEREOF, Lost Dutchman Gardens Homeowners Association, Inc., an Arizona nonprofit corporation, has executed this Amendment as of the day and year first above written.

LOST DUTCHMAN GARDENS HOMEOWNERS ASSOCIATION, INC.,
an Arizona nonprofit corporation

By: Ronald Hegge

Its: _____

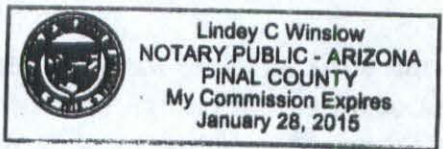
State of Arizona)
) ss.
County of Pinal)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this
28th day of July, 2011, by Ronald Hegge, the
President of the Lost Dutchman Gardens Homeowners Association,
Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

My Commission Expires:

Lindey C Winslow
Notary Public

January 28, 2015



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OFFICIAL RECORDS OF
PINAL COUNTY RECORDER

WHEN RECORDED RETURN TO:

Carpenter, Hazlewood, Delgado & Bolen, PLC
1400 East Southern Avenue, Suite 400
Tempe, Arizona 85282

DATE/TIME: 07/19/2012 1314
FEE: \$10.00
PAGES: 2
FEE NUMBER: 2012-061382



**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR
LOST DUTCHMAN GARDENS**

This Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Lost Dutchman Gardens ("the Amendment") is made as of this 10 day of July, 2012, by the Lost Dutchman Gardens Homeowners Association, Inc., an Arizona nonprofit corporation (the "Association").

RECITALS

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Lost Dutchman Gardens (the "Declaration") was recorded on March 31, 2000 at Fee No. 2000-013890 in the official records of the Pinal County Recorder. The First Amendment to Declaration, on August 2, 2011, was recorded at Fee No. 2001-063773 in the official records of the Pinal County Recorder ("First Amendment").

B. Article 9, Section 9.3.1 of the Declaration provides that the Declaration may be amended at any time by the written approval or the affirmative vote, or any combination thereof, of Owners of not less than seventy-five percent (75%) of the Lots, with one vote per Lot.

C. This amendment, proposed by the Board of Directors, was adopted by the written approval of Owners of not less than seventy-five percent (75%) of the Lots.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

Article 3, Section 3.20.2 is deleted in its entirety and replaced in the Declaration with:

3.20.2 Subject to the further restrictions of Section 3.19 above, no Vehicle shall be parked on the Public Yard of any Lot, except for a concrete driveway in front of the garage, the area in front of the RV gate beside the driveway, or in the enclosed garage.

Except as expressly amended by this Second Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Second Amendment and the Declaration or the First Amendment, this Second Amendment shall prevail.

IN WITNESS WHEREOF, Lost Dutchman Gardens Homeowners Association, Inc., an Arizona nonprofit corporation, has executed this Amendment as of the day and year first above written.

As the attorney of the Lost Dutchman Gardens Homeowners Association, Inc., I hereby attest that the foregoing Amendment was approved, in writing, by the Owners of not less than seventy-five percent (75%) of the Lots, with one vote per Lot.

LOST DUTCHMAN GARDENS HOMEOWNERS ASSOCIATION, INC.,
an Arizona nonprofit corporation

By: *Joshua M. Belen*
Its: *Attorney*

State of Arizona)
) ss.
County of Pinal)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 10th day of July, 2012, by Joshua M. Belen, the attorney of the Lost Dutchman Gardens Homeowners Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

My Commission Expires:

Kimberly White
Notary Public

