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SEQUENCE: 20180290426  
NO. PAGES: 4  
01/29/2018  
14:40:13

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**RENTAL AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WILLOW GARDEN A.K.A.  
PALM VILLAS**

The Amended and Restated Declaration of Covenants, Conditions, and Restrictions were recorded as of February 9, 2006, in Docket 12738 of the official records of Pima County, Arizona ("Original Declaration"). This Amendment applies to Lot 1 to 76 and Common Areas "A" as shown on the Plat of Record in Book 34 of Maps and Plats at Page, in the records of Pima County, Arizona.

This document was  
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WHEN RECORDED, RETURN TO:

Brown | Olcott, PLLC  
373 S. Main  
Tucson, AZ 85701

**RENTAL AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
WILLOW GARDENS CONDOMINIUM A.K.A. PALM VILLAS**

This Rental Amendment to the Amended and Restated Declaration, Willow Gardens Condominiums (A.K.A. Palm Villas) ("Rental Amendment") is made and executed as of this 1 day of January, 2018.

**BACKGROUND**

A. The Amended and Restated Declaration of Covenants, Conditions and Restrictions were recorded as of February 9, 2006, in Docket 12738 of the official records of Pima County, Arizona. ("Original Declaration"). The Declaration subject's certain real property located in Pima County Arizona consisting of various single-family lots and related common area tracts depicted on the Plat to the covenants, conditions, restrictions, liens, and easements as more fully set forth in the Declaration and the other Project Documents. **This Amendment applies to Lot 1 to 76 and Common Area "A" as shown on the Plat of Record in Book 34 of Maps and Plats at Page, in the records of Pima County, Arizona.**

B. Pursuant to Article XV, Section 15.5.4 of the Declaration, the Declarant's right to amend the Declaration is in addition to the Owners' rights to amend the Declaration.

C. Capitalized terms used but not defined in this Rental Amendment will be ascribed the meanings specified in the Declaration.

## RENTAL AMENDMENT


Pursuant to the Declaration, the Declarant amends the Declaration as follows:

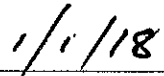
A new Article Section is added as follows: 13.11.8

### *Rental Limitations*

- A. *General Limitations.* Owners shall not lease or rent their Units as of the date this Amendment is recorded. Nor shall any Owner enter into any timeshare or other transaction that has the effect of a leasehold or rental transaction. The Board and/or any court construing this provision are encouraged to consider that the general intention of this Section is to limit occupancy to Owners. The Board and any court construing this Section shall disregard the form of any transaction that might evade the intention of this Section, and analyze the substance of the transaction. Owners who have undiluted fee simple interests in the Units; and together with any family members, care giving persons and/or short-term guests, are to be the sole occupants of the Units.
- B. *Existing Owners Grandfathered.* Notwithstanding the above, all Owners of Units as of the date this Amendment is recorded ("Grandfathered Units") are exempt from this limitation until the current Owner sells, conveys or in any way transfers the Unit. All Owners of Grandfathered Units must be in good standing with the Association, current on all assessments and be in compliance with all Association Rules to be eligible for this exemption. Such change in ownership of a Grandfathered Unit will automatically terminate its Grandfathered Unit status, and all successor Owners of the Unit shall thereafter be subject to the limitations set forth above in this Section. For the purposes of this Section, a conveyance from an Owner to the Owner's Living Trust, or a similar estate planning transaction, shall not be deemed a change in ownership sufficient to terminate Grandfathered Unit status.

- C. *Board's Authority to Implement.* The Board may enact rules and regulations to implement this Section.
- D. *Applicability.* This Amendment shall not apply to any purchaser who has signed a fully executed purchase contract before the date this Amendment is recorded.
- E. *Disclosure.* Owners are required to disclose this Amendment to all purchasers.

  
\_\_\_\_\_  
Judy Rosenberry, Owner of Zantana  
Trails Properties, LLC  
Declarant

  
\_\_\_\_\_  
Date



# Track Down, inc.

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FIRM NAME: Brown|Olcott, PLLC

DATE: January 25, 2018

ATTY. NAME: Phil Brown

SECRETARY: Raelene

CONTACT INFO: 520-229-3377 Ext 13

FIRM FILE #:

CASE NUMBER:

COURT: Pima Recorder

COUNTY: Pima

Defendant:

Plaintiff: Willow Gardens Condo. Aka Palm Villas

DOCUMENTS (PLEASE LIST EXACTLY AS THEY SHOULD APPEAR ON AFFIDAVIT).  
Rental Amendment

**MESSENGER INSTRUCTIONS:**

Record, If more than the attached cost please bill the firm

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