

Hold For PLU Liddy  
When recorded mail to:

Name: \_\_\_\_\_

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City / State / Zip: \_\_\_\_\_  
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OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
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## CAPTION HEADING:

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This is part of the official document.

Hold L. Liddy

Recorded at the Request of:

WHEN RECORDED, MAIL TO:  
Beth Mulcahy  
Mulcahy Law Firm, P.C.  
1232 East Missouri Avenue  
Phoenix, Arizona 85014

RECORDED DUE TO TYPOGRAPHICAL ERROR

**VILLA MONTEREY UNIT ONE  
AMENDED AND RESTATED DECLARATION OF  
RESTRICTIONS**

This Amended and Restated Declaration of Restrictions is made as of this 14<sup>th</sup> day of October, 2005, by Villa Monterey Unit One Owners Association, Inc. ("Association").

**RECITALS**

WHEREAS, the Villa Monterey Unit One Amended and Restated Declaration of Restrictions was recorded on January 10, 1999 at Recording Number 99-0051094 and the First Amendment to the Villa Monterey Unit One amended on December 30, 2003 at Recording Number 2003-1747740 ("Declaration"), records of Maricopa County, Arizona, subjecting the real property described in the Declaration to a horizontal property regime."

WHEREAS, the Association wishes to record an Amended and Restated Declaration of Covenants and Conditions.

WHEREAS, Paragraph 17 of the Declaration provides that the Declaration may be amended at any time by a vote of the Unit Owners to which at least sixty-seven (67) percent of the votes in the Association are allocated."

WHEREAS, the Board of Directors of the Association proposed to the Members that an Amended and Restated Declaration of Restrictions be adopted. The Amended and Restated Declaration of Restrictions was adopted and approved by a vote of the Unit Owners to which at least sixty-seven (67) percent of the votes in the Association are allocated."

NOW THEREFORE, the Association hereby records the Amended and Restated Declaration of Restrictions. This instrument is being recorded to supersede and replace, in its entirety, the original Declaration of Restrictions, Addendum to Restrictions and Amendment to Restrictions and First Amendment to the Villa Monterey Unit One Amended and Restated

Declaration of Restrictions.

KNOW ALL MEN BY THESE PRESENTS:

The Villa Monterey Unit One Owners Association, Inc., being the owner of all of the following described premises, situated within the County of Maricopa, State of Arizona, to wit:

All of the tracts in VILLA MONTEREY UNIT ONE, a subdivision of Maricopa County, Arizona, according to the plat of record thereof in the office of the County Recorder of Maricopa County, Arizona in Book 93 of Maps, at page 49 thereof,

and desiring to establish the nature of the use and enjoyment thereof, hereby declares that the following express covenants, restrictions, reservations and conditions shall attach to the said real property and every lot or parcel thereof and shall constitute covenants running with the land:

1. Said premises are hereby restricted to single family dwelling residential use, and no business activities which create additional traffic shall be conducted upon said premises.

2. Villa Monterey Unit One is to remain and be operated for occupancy by persons fifty-five (55) years of age or older. At least eighty (80) percent of the homes within Villa Monterey Unit One must be occupied by at least one person fifty-five (55) years of age or older. Any owners who must be absent for a prolonged period for medical or other unforeseen reasons may rent their home to someone meeting the occupancy requirements of the Association. In all cases, at least one occupant must be 55 years old and no occupants under 18 years old are permitted. Any change in occupancy of any home must be pre-approved by the Board of Directors. Sale of a home to a person intending to rent it out is strictly prohibited. Our intent is to maintain Villa Monterey Unit One as an owner occupied community. No home here may be purchased as investment property. Falsifying application information will be considered a breach of contract and legal action will be pursued.

The remaining 20% of occupancy is left available for those who may inherit property in VILLA MONTEREY. HOWEVER, NO ONE UNDER THE AGE OF 18 MAY OCCUPY SAID PROPERTY.

3. No livestock or poultry shall be kept on the premises other than TWO (2) household pets. ALL PETS MUST BE KEPT ON A LEASH WHEN OUT OF A CONFINED AREA i.e. house or backyard. When walking your leashed pets you are responsible for cleaning up after them.

4. No advertising signs, except ONE (1) "For Sale" sign per parcel shall be permitted. No advertising or for sale signs are permitted on vehicles parked on or about any premises. No billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any of said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any parcel in the subdivision. Private Estate Sales are permitted only within the confines of the interior of the residence. Individual

yard, garage or carport sales are strictly prohibited, however, a community sale may be held upon the approval of the board.

5. All clothes lines, equipment, garbage cans, service yards, storage units, and woodpiles shall be kept at the rear of the dwelling and below the party walls so as to conceal them from view of neighboring parcels and streets. All rubbish, trash or garbage shall be removed from the premises and shall not be allowed to accumulate thereon. Trash for weekly pick-up shall not be moved to the front of any property until 5:00 p.m. on the day prior to pick-up.

6. All buildings or structures erected on said premises shall be of new construction and no buildings or structures shall be moved from other locations onto said premises.

7. No fences, hedges, or walls or any other structure permanent or temporary shall be erected or maintained upon said premises, except such as are installed in accordance with the initial construction of the buildings located thereon unless approved by Villa Monterey Unit One Improvement Association. In addition, no building, fence, wall or other structure shall be commenced, erected or maintained, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans and location of such structure shall have been submitted to and approved by the Board of Directors of Villa Monterey Unit One Improvement Association, and a copy thereof, as finally approved, lodged permanently with said Board. The Board shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic, or any other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure shall be subject to the prior approval of the Board. All such structures must fully comply with City codes. It is the property owner's responsibility to obtain and display all necessary permits.

8. Owners must notify Villa Monterey Unit One Improvement Association in writing of all satellite dishes and antenna installations. All satellite dishes and antennas must be positioned so that they are not visible from the street or neighboring property. If this restriction causes an unreasonable delay or cost, or prevents reception of adequate quality signals, the homeowner may petition the Board for a variance.

9. No commercial trucks, motorcycles, camper's, camper trailers, boats, boat trailers, motor homes, inoperable vehicles and/or house trailers may be placed, parked or left parked on the streets adjacent to or on the premises of any lot in Villa Monterey Unit One on a permanent basis. Resident owners of such vehicles may place vehicles adjacent to or on their premises for a period not to exceed three (3) days for the purpose of loading and unloading only. The allowable number and condition of vehicles permanently parked on the premises or adjacent to the premises shall be determined by the Board of Directors. No lot, including the driveway, may be used for the purpose of performing maintenance, repair, rebuilding, dismantling, repainting or

servicing of any kind of vehicle. Any visitors in motor homes, campers, travel trailers and whose stay will exceed three (3) days must obtain prior approval from the Board of Directors before parking adjacent to or on the premises.

10. Villa Monterey Unit One Improvement Association is a corporation organized under the laws of the State of Arizona. Villa Monterey Unit One Improvement Association shall constitute the agent of each owner with respect to the operation of the recreation area and the rights and duties respecting such Association shall be as follows:

A. All owners of record have the right to use the pool and recreation area so long as their dues payment are current and they abide by the pool and park rules.

B. The Board of Directors of Villa Monterey Unit One Improvement Association shall maintain and otherwise manage the landscaping and swimming pool and other recreational facilities located upon commonly owned lands in said subdivision and shall pay all real estate taxes which may be assessed against and levied upon said lands.

C. The owner of record of each parcel in said subdivision shall pay to Villa Monterey Unit One Improvement Association within fifteen (15) days of receipt of invoice a sum equal to the aggregate of the following:

(a) One eighty-seventh (1/87) of the actual cost to Villa Monterey Unit One Improvement Association of all repair, maintenance, taxes, insurance and reserve funding will be assessed to each homeowner in the form of annual dues

b) The maximum annual dues may be automatically increased without a vote of the membership by an amount not more than twenty (20) percent above the maximum dues for the previous year. The annual dues may be increased above the twenty (20) percent by a vote of sixty-seven percent (67%) of the homeowners (58 homeowners).

Invoices will be submitted at regular intervals as may be fixed by the Association. If payment is not received after fifteen (15) days the homeowner shall be subject to a late fee of 10% of the assessment per month unpaid. In the event any such invoice is not paid within thirty (30) days from the date the same is deposited in the United States mail addressed to such owner, the amount of such invoice shall be and become a lien on the said home upon the Association causing to be filed in the office of the Recorder of Maricopa County an affidavit of the non-payment of such invoice (in the form of a Notice of Lien and posting a copy of same upon said parcel within ninety (90) days from the date of mailing of such invoice. Such lien shall be foreclosed in the manner provided by Arizona law for the foreclosure of liens. The dues, together with all late fees, attorney's fees, costs, and any other expenses incurred with the assessments shall be referred to as the assessments. The assessments shall be a charge and a continuing lien upon the home against which the assessment is made. Each assessment also shall be the personal obligation of the person who was the owner of the home at the time when the assessment became due.

D. Villa Monterey Unit One Improvement Association, Inc. may levy a special assessment for the purpose of defraying (in whole or in part) the cost of any construction, reconstruction, repair or replacement of the common elements or the cost of any other unexpected or extraordinary expenses for the repair of the common areas or other matters, however, such special assessments shall have the assent of sixty-seven percent (67%) or 58 homeowners.

E. In the event the owner of any home shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of Villa Monterey Unit One Improvement Association, the Association, through its agents and employees, shall have the right to enter upon such premises and to repair, maintain, rehabilitate and restore the premises and the exterior of any improvements situated thereon, and the costs thereof shall be charged against the owner of said home by invoice and may be taken to Small Claims Court.

F. The Board of Directors of Villa Monterey Unit One Improvement Association shall have the power to approve or disapprove any and all changes in occupancy or ownership of parcels in the subdivision and of the sale, transfer, conveyance, or rental of such parcels. The said Board shall be given notice in writing of any intended sale, transfer, conveyance, or rental, together with an application on a form prescribed by the Board and completed by the proposed transferee or renter. The Board shall have fifteen (15) days after receiving such notice to approve or disapprove the same and within said fifteen (15) day period the Association shall have the option to purchase, or rent said home, as the case may be, on the same terms of sale or rent as those upon which the owner of said parcel proposes to sell or rent. Villa Monterey Unit One Improvement Association may assign this option to the owner of record of any parcel on said subdivision. In the event the Board shall neither approve nor disapprove the proposed transfer or lease within the said fifteen (15) day period, the same shall be deemed to be approved. In the event the Board shall disapprove such proposed transfer or rental but shall fail to exercise the option to purchase, or rent within the said fifteen (15) day period, the proposed transfer or rental shall be valid only upon compliance with the provisions of paragraph G(c) below. All prospective applicants are also required to make a declaration (in writing) of their intended use of the property to wit, whether it will be used as their primary personal residence, as their personal seasonal residence or as primary or seasonal residence for parents or relatives. **All prospective buyer/occupants are required to sign a statement that they have read the Bylaws and Amended and Restated Declaration of Restrictions of the Association and agree to abide by the same.**

G. No sale, transfer, conveyance, or rental shall be considered valid until there shall be filed in the office of the Recorder of Maricopa County and incorporated in the instrument of sale, transfer, conveyance or rental by reference one of the following:

- (a) A certificate of approval by the Board of such sale, transfer or conveyance; or
- (b) An affidavit of the owner that notice has been given to the Board in

accordance with paragraph E above and that the Board has failed to approve or disapprove such sale, transfer, conveyance or rental within fifteen (15) days from the receipt of such notice.

(c) A certificate of approval of such sale, transfer or conveyance executed by the owners of sixty-seven percent (67%) of the homes in Villa Monterey Unit One (58 homeowners).

11. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, or occupying any home or homes in said subdivision after the date on which this instrument has been recorded. These covenants, restrictions, reservations and conditions may be enforced by the owner of any home in said subdivision, Villa Monterey Unit One Improvement Association, or any one or more of said individuals and corporations, provided, however, that any breach of said covenants, restrictions, reservations and conditions, or any right of re-entry by reason thereof, shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but except as hereinafter provided each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise, and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such deed of trust or mortgage. All instruments of conveyance of any interest in all or any part of said subdivision shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as though the terms and conditions of this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

## 12. Party Walls

A. Each wall is constructed as a part of the original construction on the subdivided property and any part of which is placed on the dividing line between separate parcels of the various tracts in such subdivision shall constitute a party wall and with respect to such wall each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, general rules of law regarding party walls shall be applied thereto.

B. In the event any such party wall is damaged or destroyed through the act of one adjoining owner or any of his agents or guests, or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild or repair the same to as good condition as formerly without cost to the adjoining owner.

C. In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agent, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining owner shall proceed

forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.

D. In addition to meeting the requirements of the original restrictive covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his residence in manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining owner, and written consent and approval of Villa Monterey Unit One Improvement Association.

E. In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the Villa Monterey Unit One Improvement Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the owners and the third by the two so chosen, or if they cannot agree, then by any judge of the Maricopa County Superior Court. A determination of the matter signed by any two shall be binding upon all persons.

13. Invalidation of any one of these covenants, restrictions, reservations or conditions by judgment or court order shall in no way affect the validity of any of the other provisions and the same shall remain in full force and effect. The Amended and Restated Declaration may not be challenged one year after its recording date.

14. These covenants shall remain in full force and effect until modified or abrogated as to any particular party wall by the agreement of all persons then having an interest therein.

15. These covenants shall be binding upon the heirs and assigns of the owners but no person shall be liable for any act or omission respecting any party wall except such as took place while an owner.

#### 16. Security

A. When vacating your residence for an extended period of time, notify the Board of Directors to advise them of (a) the date you are leaving and the date you are returning; (b) the name and phone number of person who will be looking after your property while you are away; and (c) the address and phone number where you can be reached for emergency purposes.

B. If you have an alarm system, provide in writing the name and phone number of the individual who has access to your property and is responsible for investigating the cause of the alarm.

C. The Board of Directors must be advised of names and number if there will be family or friends using your residence while you are away. Otherwise they will not have access to the pool facilities.



17. These covenants, restrictions, reservations and conditions shall remain in force and effect for a period of five (5) years from the date hereof. Thereafter they shall be deemed to have been renewed for successive terms of five (5) years. These covenants, restrictions, reservations and conditions may be amended at any time by a vote of the Unit Owners to which at least sixty-seven percent (67%) of the votes (58 homeowners) in the Association are allocated. All amendments that are approved in accordance with this Section shall be recorded in the office of the County Recorder of Maricopa County, Arizona.

18. Failure to comply with any provision of these Amended and Restated Declaration of Restrictions will result in penalties and monetary fine as determined by the Board of Directors.

VILLA MONTEREY UNIT ONE  
IMPROVEMENT ASSOCIATION, INC.

BY: Robert D. Kirgis  
ITS: President

ATTEST:

Kitty Kirgis  
Secretary of Villa Monterey  
Unit One Improvement Association, Inc.

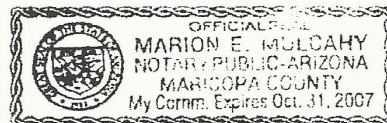
STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this 14th day of October, 2005, before me the undersigned notary public personally appeared Robert D. Kirgis of Villa Monterey Unit One Improvement Association, Inc., and that as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

Marion E. Mulcahy  
Notary Public

MY COMMISSION EXPIRES:

10/31/07



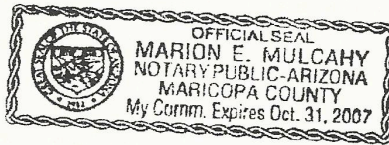
STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this 14<sup>th</sup> day of October, 2005, before me the undersigned notary public personally appeared Kitty Kirgis of Villa Monterey Unit One Improvement Association, Inc., and that as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

Marion E. Mulcahy  
Notary Public

MY COMMISSION EXPIRES:

10/31/07



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Wadel

**Recorded at the Request of:**

<p><b>WHEN RECORDED, MAIL TO:</b> Beth Mulcahy Mulcahy Law Firm, P.C. 3001 E. Camelback Road, Suite 130 Phoenix, Arizona 85016</p>
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**Villa Monterey Improvement Association**

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS**

**This document is being re-recorded solely for the purpose of adding language to Paragraph 2, which was previously omitted.**

**Villa Monterey Improvement Association**

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS**

AMENDMENT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR VILLA MONTEREY UNIT ONE ("Declaration") is made this \_\_\_ day of October, 2013, by Villa Monterey Improvement Association ("Association").

**RECITALS**

A. The Villa Monterey Unit One Amended and Restated Declaration of Restrictions was recorded on January 10, 1999 in Document No. 99-0051094 and First Amendment recorded on December 30, 2003 in Document No. 2003-1747740; Amended and Restated Declaration of Restrictions recorded on October 14, 2005 in Document No. 2005-1539258; and Amendment recorded on July 01, 2013 in Document No. 2013-0600103, records of Maricopa County, Arizona ("Declaration"), and subjected the real property described in the Declaration (and any Supplemental Declaration) to the Declaration and required that the property be held, sold, used, and conveyed subject to the easements, restrictions, covenants and conditions, which run with the title to the real property subject to this Declaration. Due to a technical error, this current Amendment replaces the Amendment in Document No. 2013-0600103.

B. The Declaration is binding on all parties having any right, title or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the properties.

C. The Members of the Association wish to amend the Declaration as stated below.

D. Pursuant to Paragraph 17 of the Association's Declaration, the provisions of the Declaration may be amended by the vote of Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

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

1. **Amend Paragraph 2 and replace with the following language:**

Villa Monterey Unit One is to remain and be operated for occupancy by persons fifty-five (55) years of age and older. At least eighty (80) percent of the homes within Villa Monterey Unit One must be occupied by at least one person fifty-five (55) years of age or older. **No occupant under the age of eighteen (18) is permitted.** The remaining 20% of occupancy is left available for those who may inherit property in Villa Monterey Unit One. **Any change in occupancy of any home must be pre-approved by the Board of Directors.** The intent is to maintain Villa Monterey Unit One as an owner occupied community. Falsifying application information will be considered a breach of contract and legal action will be pursued.

The following rental procedure is in effect for all rental properties in the community:

- Owner must have resided in the home for no less than 36 months (3 years).
- Owner must be current with all Villa Monterey Unit One dues and assessments. The said property must be free and clear of any and all violations that may have been assessed by the Villa Monterey Unit One Board of Directors.
- Owner must contact the Villa Monterey Unit One Board of Directors and request the required rental approval forms. Forms must be completed, the approval process must take place, and a signed copy of the lease must be given to the Villa Monterey Unit One Board of Directors before the renter(s) arrive.
- Villa Monterey Unit One Renter(s) must meet all of the above occupancy requirements of the community including the approval process.
- All rentals must be for a minimum of twelve (12) months.
- Renter(s) will be given a copy of the Bylaws and CC&Rs and agree to abide by them.
- Each rental property will be assessed an annual fee of \$300.00 payable to Villa Monterey Improvement Association. The initial fee will be due upon the approval of the application form and pro-rated, if applicable. Subsequent fees will be due annually on January 1<sup>st</sup> of each year. If payment is not received after 15 days, the Owner shall be subjected to a late fee of 10% per month of the annual fee.

2. **Amend Paragraph 4 and replace with the following language:**

No advertising signs, except ONE (1) Property "For Sale" sign per parcel shall be permitted in Villa Monterey Unit One. No advertising signs are permitted on said premises. For sale signs are permitted on vehicles parked on or about any Villa Monterey Unit One premises for a period of no longer than sixty (60) days. No billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any of said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any parcel in the subdivision. Private estate sales are permitted only within the confines of the interior of the residence. Individual yard, garage or carport sales are strictly prohibited, however, a community sale may be held upon the approval of the board.

3. **Amend Paragraph 5 and replace with the following language:**

All clothes lines, equipment, garbage cans, storage units, and wood piles shall be kept at the rear of the dwelling and below the party walls so as to conceal them from view of

neighboring parcels and streets. Carports may not be used as a storage area. All rubbish, trash or garbage shall be removed from the premises and shall not be allowed to accumulate thereon. Trash for weekly pick-up shall not be moved to the front of any property until 5:00 p.m. on the day prior to pick-up.

4. **Amend Paragraph 7 and replace with the following language:**

Any changes to the front exterior of the unit which require a building permit must first be approved by the Villa Monterey One Board of Directors and then must be submitted to the Scottsdale Historic Preservation Committee for approval. It is the responsibility of each homeowner to obtain the proper permission, permits and licenses for such changes.

All projects to the exterior of the house are required to have a Board of Directors' approved start and completion date.

All exterior paint colors must be **pre-approved** by the Board of Directors and must be selected from the **current** color book. Owner(s) must submit the paint color with a written request to the Board of Directors. Existing paint colors must follow this same process. Any owner(s) not complying will be subject to repainting.

No fences, hedges, or walls or any other structure permanent or temporary shall be erected or maintained upon said premises, except such as are installed in accordance with the initial construction of the buildings located thereon unless approved by Villa Monterey Unit One Improvement Association. In addition, no building, fence, wall or other structure shall be commenced, erected or maintained, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans and location of such structure shall have been submitted to and approved by the Board of Directors of Villa Monterey Unit One Improvement Association, and a copy thereof, as finally approved, lodged permanently with said Board. The Board shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic, or any other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure shall be subject to the prior approval of the Board. All such structures must fully comply with City codes. It is the property owner's responsibility to obtain and display all necessary permits.

5. **Amend Paragraph 8 and replace with the following language:**

All exterior solar energy devices must first be approved by the Villa Monterey One Board of Directors and then submitted to the Scottsdale Historic Preservation Committee for approval. Owners must notify Villa Monterey Unit One Improvement Association in writing of all satellite dishes and antenna installations. All satellite dishes and antennas

must be positioned so that they are not visible from the street or neighboring property. If this restriction causes an unreasonable delay or cost, or prevents reception of adequate quality signals, the homeowner may petition the Board for a variance.

6. **Amend Paragraph 9 and replace with the following language:**

No commercial trucks, motorcycles, campers, camper trailers, boats, boat trailers, motor homes, inoperable vehicles and/or house trailers may be placed, parked or left parked on the street adjacent to or on the premises of any lot in Villa Monterey Unit One on a permanent basis. Resident owners of such vehicles may place vehicles adjacent to or on their premises for a period not to exceed three (3) days for the purpose of loading and unloading only. **Any covered vehicles must be parked in the carport and concealed by a Board pre-approved shade/sunscreen.** The allowable number of vehicles permanently parked on the premises or adjacent to the premises **shall be two (2).** **At no time are vehicles around it to park on the property other than the designated driveway/carport.** No lot, including the driveway, may be used for the purpose of performing maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicle. Any visitors in motor homes, campers, travel trailers and whose stay will exceed three (3) days must obtain prior approval from the Board of Directors before parking adjacent to or on the premises.

7. **Add the following language as Paragraph 10(H):**

Villa Monterey One homeowners must remove all citrus fruit from their trees by no later than March 1 to deter and control roof rat infestation. In the event the owner(s) of any property shall fail to remove said fruit in a manner satisfactory to the Board of Directors of the Villa Monterey Unit One Improvement Association the Board shall take the necessary steps to have said fruit removed. The cost thereof shall be charged against the owner(s) of said property by invoice and owner(s) may be taken to Small Claims Court.

8. The terms used in this Amendment without definition shall have the same meanings given to such terms in the Declaration (as amended).
9. By attesting to this Amendment, the undersigned certifies that the amendments to the Declaration (as amended) set forth in this Amendment were properly adopted by the Members of the Association in accordance with the requirements of the Declaration (as amended).

10. Except as expressly amended by this Amendment, the Declaration (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 (as amended) this Amendment shall prevail.

VILLA MONTEREY IMPROVEMENT ASSOCIATION, an Arizona Non-Profit Corporation

BY: James Murphy (Signature)  
James Murphy (Print Name)  
ITS: President

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 2013, by James Murphy, the President of Villa Monterey Improvement Association, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public: Jennifer Young  
My commission Expires: May 19, 2016



VILLA MONTEREY IMPROVEMENT ASSOCIATION, an Arizona Non-Profit Corporation

BY: Julia A. Kerrigan (Signature)  
JULIA A. KERRIGAN (Print Name)  
ITS: Secretary

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 2013, by Julia Kerrigan, the Secretary of Villa Monterey Improvement Association, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public: Jennifer Young  
My commission Expires: May 19, 2016

