

When recorded, return to:

CHESTER & SHEIN, P.C.
6720 North Scottsdale Road
Suite 261
Scottsdale, Arizona 85253
Attn: David E. Shein

AMENDMENT TO VILLAGE DECLARATION

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PINE CANYON**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINE CANYON ("Fourth Amendment") is made as of the 30 day of August, 2018, by TLC PC DEVELOPERS, LLC, an Arizona limited liability company ("Developer").

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Pine Canyon ("Original Declaration") was recorded at Document No. 3171314 in the Official Records of Coconino County, Arizona ("County"), to establish a general plan for the development, construction, sale, lease and use of the real property, together with improvements to be constructed thereon, within the planned community known as Pine Canyon.

B. The Original Declaration was subsequently amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Pine Canyon ("First Amendment"), recorded at Document No. 3261475, in the Official Records of the County, and by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Pine Canyon ("Second Amendment") recorded at Document No. 3423549, in the Official Records of the County, and by the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Pine Canyon ("Third Amendment") recorded at Document No. 3812957, in the Official Records of the County. The Original Declaration, as amended by the First Amendment, Second Amendment, and Third Amendment, is referred to in this Fourth Amendment as the "Declaration".

C. Developer is the 'Developer' under the Declaration pursuant to that certain Assignment and Assumption of Developer's Rights, recorded on November 11, 2012 at Document No. 3644279, in the Official Records of the County.

AMENDMENT

1. Definitions. Capitalized terms not otherwise defined in this Fourth Amendment will have the meanings given to them in the Declaration.

2. Authorization & Authority. Pursuant to Section 17.4 of the Declaration, Developer possesses the right and authority to approve and record this Fourth Amendment.

3. Amendments. The Declaration is amended as follows:

a. Definitions. Section 1 of the Declaration is amended to amend and modify and/or include the following definitions:

"1.20 'Lot' means a subdivided lot as shown on the Plat or any future plat recorded with respect to any Tract shown on the Plat or other tract or parcel which is added to, or becomes part of, the Property pursuant to the terms and conditions of this Village Declaration. Unless otherwise stated, the term "Lot" also includes a Condominium Unit."

"1.46 'Lessee' means any lessee or tenant under a Permitted Lease."

"1.47 'Permitted Lease' means any written lease or occupancy agreement that complies with each of the requirements of Section 12.1.3."

"1.48 'Prohibited Person' means any Person who: (i) is required to register pursuant A.R.S. § 13-3821; and (ii) who has been classified, by the applicable governmental agency, as a Level 2 or Level 3 offender pursuant to A.R.S. § 13-3825(A)."

"1.49 'Residence' means any building, or portion of a building, situated upon a Lot and designated or intended for independent ownership and for use and occupancy as a residence. The term "Residence" also includes garages, structures and other improvements constructed on a Lot, including limited common elements of a Condominium Unit."

"1.50 'Single Family' means a group of one or more natural persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Residence."

b. Residential Use Restrictions. Section 12.1 of the Declaration is amended in its entirety as follows:

"12.1 Residential Use

12.1.1. Single Family Limitation. Except for Permitted Business uses described in Section 12.1.2, below, no Lot or Residence shall be used or occupied for any purpose other than residential use by a Single Family. The term "residential use" shall have its ordinary, generally accepted, meaning, which shall specifically exclude all business or commercial uses other than Permitted Business uses. No Lot or Residence shall be used, occupied, or leased to a Prohibited Person.

12.1.2. Business and Commercial Uses Prohibited. Subject to the restrictions set forth in Paragraph 12.1.1, above, no part of any Lot or Residence may be used for

any trade or business or other commercial or quasi-commercial undertaking (including, without limitation, for-profit or non-profit operations that are residential in nature). This restriction will not apply to home offices or occupations operated by a member of the Single Family residing exclusively within the Residence ("Permitted Business"), provided that the Permitted Business: (i) is not apparent or detectable by sight, sound or smell from outside the Residence or Lot; (ii) does not create or cause additional traffic within the Project (above levels typically associated with residential use by a Single Family); (iii) complies with all state and municipal rules, regulations and licensing requirements; (iv) is consistent with the residential character of the Project; and (v) does not constitute or create any nuisance or security or safety risk for other residents in the Project, all as may be determined from time to time in the sole discretion of the Board. The terms "business" and "trade" shall have the ordinary, generally accepted meanings, which shall include, without limitation, any occupation, work or other activity undertaken on an ongoing basis which involves the provision of goods or services, of any type or nature, to persons other than the provider's family and for which the provider receives a fee, compensation, donation or other form of consideration, regardless of whether the activity: (y) is engaged in full or part time; or (z) is for-profit or non-profit.

12.1.3 Rental Restrictions. No Owner may create (or permit) a leasehold interest or occupancy right relating to any Lot or Residence except pursuant to the terms of a Permitted Lease. A Permitted Lease must satisfy each of the following requirements: (i) no Owner may lease less than his entire Lot and the entire Residence located on the Lot; (ii) no tenant may be other than a Single Family; (iii) there shall be no subleasing or assignment; (iv) all Occupants must comply with the terms and conditions of the Village Declaration; (v) all leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Village Declaration and that any violation of this Village Declaration or the Village Association Rules by the lessee or the other Occupants shall be a default under the lease; (vi) no lease shall have a term of less than thirty (30) days; (vii) no new lease may begin less than thirty (30) days after the start date of the prior lease; and (viii) the tenant under a Permitted Lease must provide the Owner with the full name and last address of each Occupant. Notwithstanding the foregoing provisions of this Section 12.1.3, the Board may, from time to time, adopt, modify and/or revoke Village Association Rules that permit leases with a term of less than thirty (30) days if: (y) the lease otherwise complies with clauses (i) – (v) and (vii) – (viii), above; and (z) the primary tenant in actual occupancy is (A) the Owner of a Lot, or (B) an Alpine or Summit Member of the Pine Canyon Golf Club. Clauses (vi) and (vii), above, will not become effective until January 1, 2019."

c. **Owner Responsibility.** Section 12.17 of the Declaration is amended in its entirety as follows:

"12.17 Owner Responsibility.

Each Owner shall be responsible for assuring compliance with all of the provisions of this Village Declaration, the Articles, Bylaws, Village Association Rules or Design Guidelines, all as amended and supplemented from time to time, by any Occupant of the applicable Lot, and shall be jointly and severally responsible for any violations of this Village Declaration, the Articles, Bylaws, Village Association Rules or Design Guidelines by any

Occupant. It is a violation of the Village Declaration to knowingly lease a Lot to a Prohibited Person. All Lot Owners shall run (or confirm that a competent third party has run) a criminal background check on any Occupant occupying the Lot pursuant to a Permitted Lease. An Owner who knowingly violates this section shall be fined \$500 for every 30 days the Owner is in violation of this Section."

4. Miscellaneous. Except as provided with respect to Section 12.1.3(vi) and (vii), above, this Fourth Amendment is effective as of the date of recordation. Except as specifically amended by this Fourth Amendment, the Declaration shall remain unchanged and in full force and effect.

DATED as of August 30 2018, by:

Developer:

TLC PC DEVELOPERS, LLC
an Arizona limited liability company

By: Peter Burger, Authorized Agent

STATE OF ARIZONA)
County of Maricopa) ss.

On August 30, 2018, before me, the undersigned Notary Public, personally appeared Peter Burger, an authorized agent of TLC PC DEVELOPERS, LLC, an Arizona limited liability company, and acknowledged that he executed the foregoing instrument for and on behalf of the company, being authorized so to do, for the purposes therein contained.

