

326251

CERTIFICATE OF AMENDMENT
SPANISH GARDENS I TOWNHOUSE ASSOC

I, WILLIAM CAMPBELL, hereby certify that I am the president of SPANISH GARDENS I TOWNHOUSE ASSOCIATION, an Arizona non-profit corporation, and that I have in my possession an instrument signed by in excess of seventy-five (75%) percent of the lot owners of Lots One (1) through Seventy-Six (76) inclusive, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 168 of Maps, Page 23 thereof; Maricopa County, Arizona, approving the Amendment of the Declaration of Covenants, Conditions and Restrictions of said SPANISH GARDENS I TOWNHOUSE ASSOCIATION, which Declaration was recorded on December 4, 1973 in the office of the Maricopa County Recorder, Arizona Docket 10422, Pages 247 - 282, as follows:

I. Article 17 of the Declaration of Covenants, Conditions and Restrictions of said SPANISH GARDENS I, as recorded on December 4, 1973 at Docket 10422, Pages 247 - 282 of the Records of the Maricopa County, Arizona, Recorder is hereby amended so that Article 17, Section I reads as follows:

Article 17. Remedies. In the event of any default by any owner, under the provisions of the act, this Declaration, the Articles, the By-Laws, or the Rules and Regulations of the Association, the Association, or its successors or assigns, of the Board of its agents, shall have each and all of the rights and remedies which may be provided for in the act, the Declaration, the Articles, the By-Laws, or said Rules and Regulations, or which may be available by law, and may prosecute any action or other proceedings against such defaulting Owner and others for enforcement or foreclosure of its lien and the appointment of a receiver for the Unit without notice, without regard to the value of such Unit or the solvency of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to rent the Unit and apply the rents received to payment of unpaid assessments and interest accrued thereon, and to sell the same as hereinafter in this paragraph provided, or for any such judicial sale shall first be paid to discharge court costs, other litigation costs including but without limitation reasonable attorney's fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in a final judgment. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Owner. Upon the confirmation of the sale, the purchasers thereupon shall be entitled to a deed to the Unit and to immediate possession of the Unit and may apply to the court for a writ of restitution for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration. All expenses of the Association in connection with any such action or proceeding, including court costs and reasonable attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%) per annum until paid, shall be charged to and assessed against such defaulting Owner and shall be

added to and deemed part of his respective share of the common expenses and the Association shall have a lien for all of the same, as well as for nonpayment of his respective share of the common expenses, upon the Unit of such defaulting Owner and upon all of his additions and improvement thereto. In the event of any such default by any Owner, the Association and the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner and such assessment shall constitute a lien against the defaulting Owner's Unit. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board. The liens provided for in this paragraph 18 shall be foreclosed, in the same manner as the lien provided for in paragraph 9 of this Declaration.

If any Owner (either by his conduct or by the conduct of any other occupant of his Unit) shall violate any of the provisions of this Declaration, the Articles or the Bylaws or the Rules and Regulations, as then in effect; and such violation shall continue for ten (10) days after notice in writing from the Board or shall occur repeatedly during any ten (10) day period after written notice or request to cure such violation from the Board, then the Board shall have the power to file an action against the defaulting Owner for a judgement or injunction against the Owner or occupant requiring the defaulting Owner to comply with the provisions of this Declaration, the Articles or the By-Laws or the Rules and Regulations, and granting other appropriate relief including money damages. Anything to the contrary herein notwithstanding, any breach of any of the covenants, restrictions, reservations, conditions and servitudes provided for in this Declaration, or any right of re-entry by reason thereof, shall not defeat or adversely affect the lien of any mortgage or deed of trust made in good faith and for value upon any Unit and its appurtenant undivided percentage interest in the Common Elements, but except as herein specifically provided ^{Unofficial Document} and all of said covenants, restrictions, reservations, conditions and servitudes shall be binding upon and effective against any lessee or owner of a Unit whose title thereto is acquired by foreclosure, trustee's sale, sale, deed in lieu of foreclosure or otherwise.

II. Article 17 of the Declaration of Covenants, Conditions and Restrictions of said SPANISH GARDENS I, as recorded on December 4, 1973 in Docket 10422, Pages 247 - 282 of the records of the Maricopa County, Arizona, Recorder is hereby amended by adding Section 1 thereto, which reads as follows:

"Section 1. In addition to any other remedies available to the Association, if any owner(s) shall be in default in the period of sixty (60) days after written notice of said default, the Association may terminate any and all utility services, repairs, maintenance services, or construction in process payable out of said maintenance account as to said owner(s) without any requirement of a court order authorizing said termination, unless said default is remedied by said owner(s) on or before the tenth (10th) day after receiving written notice of the intention to terminate. Said notice of intention to terminate shall be sent to the owner(s) at the townhouse address of said owner(s) by certified mail, return receipt requested. If no one accepts said notice, said notice may be sent to the owner(s) at the same address, regular mail. The owner(s) shall be responsible for all expenses in said termination, including, but not limited to the payment of plumbers' bills and security guards' bills required to terminate and enforce termination of said services. The Association will hold harmless all Directors, Officers and members who may become parties defendant in any litigation resulting from said termination."

IN WITNESS WHEREOF, said Association has caused these presents to be signed by its duly authorized officer this 28th day of December, 1976.

SPANISH GARDENS I TOWNHOUSE ASSOCIATION

By: [Signature]

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 28th day of December, 1976, before me, the undersigned officer (Notary Public) personally appeared WILLIAM CAMPBELL, who acknowledged himself to be the president of SPANISH GARDENS I TOWNHOUSE ASSOCIATION, a non-profit Arizona corporation in Maricopa County, Arizona, and that he, as such officer and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself, as such officer.

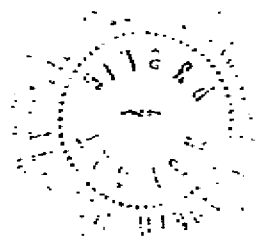
IN WITNESS WHEREOF, I do set my hand and official seal.

[Signature]
Unofficial Document
Notary Public

DEC 29 1976 -11 20

My Commission Expires: My Commission Expires Nov. 4, 1979

County of Maricopa } ss
I hereby certify that the within instrument has been read and recorded at the request of
Valley Mgt. Inc



in Docket 12009
on page 674-676

Witness my hand and official seal the day and year abovesaid.

[Signature]
County Recorder
Deputy Recorder 200

4000 W 7th St #22
Phoenix, AZ 85014