

When recorded, return to:

**VIAL FOTHERINGHAM, LLP**

Christina N. Morgan, Esq.  
1900 W. Broadway Rd.  
Tempe, AZ 85281

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**FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
PINNACLE PEAK ESTATES UNIT THREE**

This Fourth Amendment to Declarations of Covenants, Conditions and Restrictions (the "Fourth Amendment") is made and entered into this 1<sup>st</sup> day of October, 2021 by Pinnacle Peak Estates Unit Three Homeowners' Association (the "Association"), an Arizona non-profit corporation.

**RECITALS**

A. WHEREAS on October 25, 1979, the Declarant executed that certain Declaration of Covenants, Conditions and Restrictions, and recorded the same with the Maricopa County Recorder's Office at Docket 14104, Page 1435 *et seq.* on October 26, 1979 ("Declaration");

B. WHEREAS, the Declaration was amended as set forth in the Amendment to Declaration, Covenants, Conditions and Restrictions recorded with the Maricopa County Recorder's Office at Docket 14311, Page 532 *et seq.* on March 26, 1980 ("First Amendment");

C. WHEREAS, the Declaration was also amended as set forth in the Second Amendment to Declaration Conditions and Restrictions, Pinnacle Peak Estates Unit Three recorded with the Maricopa County Recorder's Office at Instrument No. 1984-0002243 on January 4, 1984 ("Second Amendment");

D. WHEREAS, the Declaration was further amended as set forth in the Second Amendment (sic) to Declaration of Covenants, Conditions & Restrictions for Pinnacle Peak Estates Units Three recorded with the Maricopa County Recorder's Office at Instrument No. 2001-0372852 ("Third Amendment"); and

E. WHEREAS, Section 19 of the Declaration and Arizona law provides that the members may amend said Declaration by recording an instrument signed by not less than the owners of two-thirds (2/3) of the Lots; and

NOW THEREFORE, the Association, by and through its members, hereby amends the Declaration as follows:

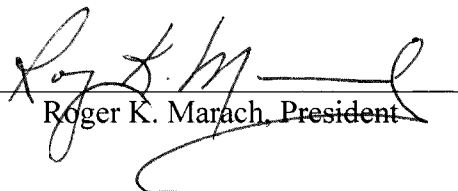
Section 23 is added to the Declaration as follows:

23. Lease Restrictions. No Lot shall be leased by an Owner(s), or occupied by an Occupant, for a period of time of less than seven (7) consecutive days. No portion of a Lot which is less than the entire Lot shall be leased. Upon leasing his or her Lot, an Owner shall promptly notify the Association of time-period of the lease, including the beginning and ending dates of the tenancy, the names and contact information of any adults occupying the Lot during the term of the lease, and a description and the license plate numbers of the tenants' vehicles. 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 Declaration and the Association's Rules, and that any violation of the Declaration or the Association's Rules by the Lessee or the other Occupants shall be in default under the lease. Owners who lease their Lot are required to abide by A.R.S. § 33-1806.01 as amended. All Owners who lease their Lots must also comply with all City of Scottsdale and Maricopa County statutes regarding registration of rental properties. No Lot may be leased to any Person(s) who is required to be registered as a level two or level three offender in accordance with A.R.S. § 13-3821, as amended.

Except as so amended by the First Amendment, the Second Amendment, Third Amendment, and Fourth Amendment above, the Declaration shall remain in full force and effect.

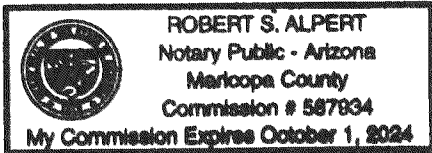
IN WITNESS WHEREOF, the Association has executed this Fourth Amendment on the day and year first written above.

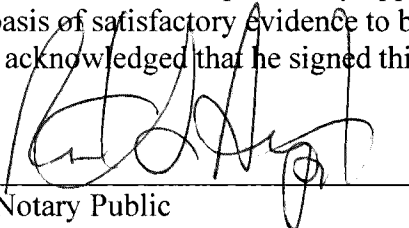
**PINNACLE PEAK ESTATES UNIT THREE  
HOMEOWNERS' ASSOCIATION,**  
an Arizona non-profit corporation

By:   
Roger K. Marach, President

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this 15<sup>th</sup> day of October, 2021, before me personally appeared Roger K. Marach, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed this document.



By:   
Notary Public

Notary Seal: