

COPY

Certificate of First Amendment to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
of PALM COURT CONDOMINIUM ASSOCIATION

The Palm Court Condominium Association by and through the majority of its members hereby amends the Declaration of Covenants, Conditions and Restrictions, recorded on July 11, 2019, in Docket 20190523711 records of Maricopa County, Arizona, and any other amended in its entirety to read as follows:

Within Section 11, Subsection H is amended in its entirety to read as follows:

The Board shall obtain insurance to cover liability for all common areas and other insurance the board deems necessary for the Board or the Association. Individual homeowners will obtain his/her own insurance against loss from fire or any other casualty of his/her unit.

The President of the Association hereby certifies that the above amendment was adopted by the required percentage of the members in accordance with the Declaration.

DATED 27 day of AUGUST, 2020

PALM COURT CONDOMINIUM ASSOCIATION

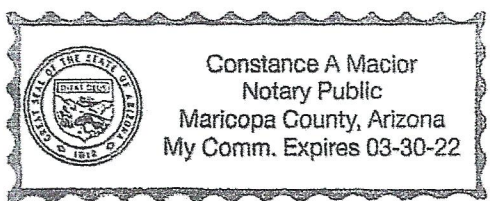
By [Signature]

Its: PRES.

STATE OF ARIZONA)

) ss.

COUNTY OF MARICOPA)



On this 27th day of AUGUST, 2020, before me the undersigned Notary Public, personally

appeared, SUE TENOLL, who acknowledged to me that she is President of the Association and that she executed the foregoing agreement on behalf of the Association for the purposes expressed therein.

Constance G. Macior

PALM COURT CONDOMINIUM ASSOCIATION - BYLAWS

Article XIV – INSURANCE REQUIREMENT

The Association shall obtain insurance covering all Common areas, including, but not limited to, the insurance described below, which insurance is to be purchased by the Association for the benefit of the Association. Each Owner shall be responsible for carrying insurance on his/her Lot, as more specifically set forth below.

A. Coverage. The Association shall obtain the following policies of insurance and shall maintain said policies in full force and effect.

(a) A comprehensive multi-peril policy covering the Common Areas, providing, at a minimum, fire, extended coverage and all other coverage in-kind and amount customarily acquired for the Common Areas.

(b) A comprehensive general liability policy covering all Common Areas in the subdivision with a minimum single limit of One Million Dollars (\$1,000,000.00) per occurrence, for bodily injury and/or property damage. Such insurance policy shall contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of a Lot Owner because of the negligent acts of the Association and its agents, or other Lot Owners. The scope of such coverage shall include all other coverage in the kind and amount customarily acquired or required for subdivisions similar in construction, location and use.

B. Insurance Coverage Required of Owner. Each Lot Owner shall purchase and maintain fire and extended coverage for all buildings and improvements located on his/her Lot. Each Owner shall also be responsible for carrying Owners' liability insurance, personal liability, theft or other insurance that is not carried by the Association and is otherwise desired by the Owner.

(a) All policies of insurance purchased, providing property coverage, shall include replacement cost coverage and shall be in an amount not less than ninety (90%) of the replacement value, less any deductible. All policies issued for the Lot Owners shall also name Palm Court Condominium Association as an additional insured or interest.

(b) Each Owner shall provide the Board of Directors with a copy of his/her policy, or a certificate of insurance reflecting compliance with the foregoing requirement and provide the Board of Directors with at least a ten (10) day notice of cancellation prior to an insurance company canceling the insurance policy. In the event an Owner cancels a policy, the Owner will provide the Board of Directors with at least a thirty (30) day notice prior to cancellation. The Board of Directors will have the right to monitor compliance with this requirement.

C. If the Owner fails to comply with the request of the Board of Directors to furnish the insurance documents, within ten (10) days of the request being made in writing, the Board of Directors shall have the right to purchase insurance on behalf of the Owner, covering the entire residence, the Lot and all structures. The cost for such insurance shall be charged against the Owner's account and be collectible in the same manner as delinquent assessments.

D. In the event damage to an Owner's residence, Lots or any structures located on the Lot exceeds the amount of insurance carried by the Owner, the Owner shall be personally responsible for the cost of repairs over the amount of insurance.

Section 2. Non-Liability of Association and Board. Notwithstanding the duty of the Association to obtain insurance coverage as stated herein, neither the Association nor any Board Member shall be liable to any Owner or any other party if any risks or hazards are not covered by insurance to cover his Lot and the improvements located thereon. It shall be the responsibility of each Lot Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection that said Lot Owner may desire.

The entire Bylaws were approved by majority of homeowners on October 15, 2019

The addendum, Article XIV, INSURANCE REQUIREMENT, was approved by majority of homeowners August 25, 2020 to replace Article XIV – Insurance Information Requirement on this same page 8.