

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

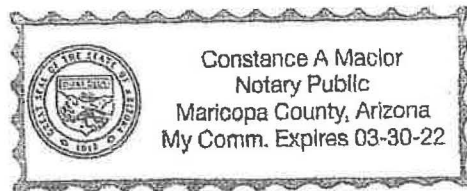
By [Signature]

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 A. Maclor

# 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.

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
ADRIAN FONTES  
20190523711 07/11/2019 09:20  
KIOSK RECORDING

0765752-9-1-1  
prices

AMEND AND RESTATE THE  
DECLARATION OF RESTRICTIONS

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**DO NOT REMOVE**

**This is part of the official document**



**PALM COURT CONDOMINIUM ASSOCIATION**

**COVENANTS, CONDITIONS, AND RESTRICTIONS**

**AMENDED**

**AND**

**RESTATED**

**July 2019**

**These documents are to remain with the condominium.  
It is the responsibility of the unit owner to turn them over to the  
buyer at time of the sale.**

RESTRICTIONS covering TRACTS "C" and "M", of SUN CITY UNIT FIFTEEN C, in instrument recorded July 11, 2019 in Docket 8008, Page 764, which recites as follows:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
of  
PALM COURT CONDOMINIUM ASSOCIATION

KNOW ALL MEN OF THESE PRESENTS:

That ARIZONA TITLE INSURANCE AND TRUST COMPANY, a corporation, as Trustee, being the owner of all the following described premises situation in Maricopa County, Arizona, to wit:

TRACTS "C" and "M" and LOTS 265 through 297, both inclusive, SUN CITY UNIT FIFTEEN C (15-C), according to a plat thereof recorded in the office of the County Recorder of said County in Book 128 of Maps, at Page 16, thereof,

and desiring to establish the nature of the use and enjoyment thereof, for the purposes of joint management among the grantees thereof, as to the units thereon and the surrounding premises and areas and other buildings does hereby declare said property subject to the following expressed conditions and stipulations as to the use and enjoyment thereof, and as to the establishment of a perpetual lien for the enforcement thereof, as follows:

1. No buildings except multi-family residential dwellings, storage buildings, and carports for use in connection with such dwellings shall be erected, maintained, or permitted on said tracts or portions thereof. No dwellings shall be used except as a multi-family dwelling. A multifamily residential dwelling shall consist of two or more single-family residential units.
2. The front line of any building erected on said lots within the tracts shall not be closer than twenty (20) feet to the street right of way line, excepting that any attached open porch, carport, or balcony may project not more than five (5) feet into any minimum front yard and the side walls of any building shall not be closer than five (5) feet to the said street right-of-way line and not closer than ten (10) feet to the side street right of way line. The carport and storage room if attached to the walls of the dwelling may be placed not closer than five (5) feet to any interior side tract property line and not closer than ten (10) feet to a side tract property line.
3. No house trailer or camper and no temporary or permanent building of any nature detached from the dwelling shall be built, erected, placed, or maintained on said tracts other than storage buildings and covered carports. No house trailer or camper shall be permitted to remain on any lot, or remain parked adjacent thereto, for a period in excess of forty-eight (48) hours.
4. No store, office, or other place of business of any kind, and no hospital, sanitarium or other place for the care or treatment of the physically or mentally ill, nor any theatre, saloon, or other place of entertainment shall be erected or permitted upon said tracts, and no business of any kind or character whatsoever shall be conducted in or from the buildings located on said tracts or from said tracts.
5. No swine, horses, cows or other livestock and no pigeons, chickens, ducks, turkeys, or other poultry shall ever be kept upon said tracts. All dogs and cats shall be confined to owners' portion of said tracts and shall not be permitted to run free.

6. No solid wall, fence, or hedge shall be erected or maintained nearer to the front property line than the walls, attached open porch, carport, or balcony of the dwelling erected on said tracts. No side or rear wall or fence, other than the wall of a building constructed on said tracts, shall be more than six (6) feet in height. No hedge located on any portion of any lot or tract shall be permitted to be more than three (3) feet in height.
7. All clothes lines, equipment, service yards, wood piles or storage piles shall be kept within the unit's patio walls so as to conceal them from view of neighboring lots and streets. All rubbish, trash, or garbage shall be removed from the tracts and shall not be allowed to accumulate thereon, and shall not be burned.
8. Each residential unit shall be separately designated and legally described freehold estate consisting of a parcel and the improvements thereon, and an undivided interest in the common elements of the tract of which said parcel shall be part.
  - A. That, in order to promote and maintain efficiency and cooperation for the full enjoyment of any of the grantees of the units on the above property, a Board of Directors be, and the same is hereby established and created as follows:
  - B. The Board of Directors shall consist of at least three (3) Directors who shall choose a president from among them.
  - C. Annual elections shall be held at the Annual Meeting in November of each year for the purpose of electing a Board of Directors under such rules and regulations as shall be adopted by such Board, and fifty-one (51) percent of the owners of such units. The Directors so elected shall serve for a term of one year without pay.
  - D. For the purpose of election, each unit shall constitute one voting unit, it being understood that the owners of each unit shall be entitled to one vote among them regardless of the number of grantees who may own such unit.
  - E. A majority vote of the Directors shall entitle said Board to carry out action on behalf of the owners of the units.
9. The "common elements" shall be defined as including, but not limited to, land not otherwise specifically conveyed with individual units, community and commercial facilities, if any swimming pools, pumps, trees, pavements, streets, pipes, wires, conduit, and other public utility lines. No building shall be constructed on any part of the common elements.
10. No exterior additions, or alterations to any building, nor changes in fences, hedges, walls and other structures including, but not limited to color thereof, shall be commenced, erected, or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same, shall have been submitted to and approved in writing as the conformity and harmony of external design and location with existing structures in the property by an architectural committee composed of the Board of Directors, or by a representative designated by the Board of Directors. The members of such committee shall not be entitled to compensation for services performed pursuant to this paragraph. No such additions or alterations shall be permitted by any owner until the Board of Directors has approved the plans.

- 11.** The Board of Directors shall have the following rights and powers:
- A.** To levy monthly assessments, payable in advance, against each residential unit.
  - B.** To use and expend the assessments collected to maintain, care for, and preserve the common elements, buildings, grounds, and improvements (other than interior of the buildings).
  - C.** To pay taxes and assessments levied and assessed against real property, and such equipment and tools, supplies, and other personal property as are owned by the Board of Directors for the common benefit of all unit owners.
  - D.** To pay for water, insurance, sewerage and other utilities and expenses as shall be designated by the Board.
  - E.** To enter into and upon the units, when necessary, and at as little inconvenience to the owners of the units concerned as possible, in connection with the duties of the Board outlined herein.
  - F.** To repair and replace facilities, machinery, and equipment as is necessary and convenient, at the discretion of the Board.
  - G.** To provide for the construction of additional recreational and other common facilities from time to time, as in their discretion appears to be in the best interest of the owners and the project. Any such construction, improvements or additions shall be authorized by a majority vote of the Board of Directors at a duly called meeting at which a quorum is present.
  - H.** To insure, and keep insured, all buildings and improvement on the property and the owners thereof against loss from fire or other casualty, and to purchase same and such other insurance as the Board may deem advisable. Such insurance may, at the discretion of the Board, be taken in the name of the Board for the benefit of all the unit owners, or in such other manner as the Board may deem advisable. In the event any of such insurance proceeds are insufficient to repair or replace loss or damage, to levy an additional assessment in proportionate amounts as to each unit to cover such deficiency.
  - I.** To collect delinquent assessments by suit or otherwise, and to enjoin or seek damages from the owners of the units for violations of the covenants herein contained on the part of the owners to be performed, or for violation of the rules hereinafter referred to.
  - J.** To protect and defend the property from loss and damage by suit or otherwise.
  - K.** To employ and dismiss workmen, maids, janitors, gardeners, lawyers, accountants, and any other necessary to carry out the rights and powers herein granted and to purchase supplies and equipment, to enter into contracts and generally to have the powers of an apartment house manager in connection with the matters hereinbefore set forth, except that the Board, nor any officer elected thereby, may not encumber or dispose of the interest of any owner except in order to satisfy a judgment against such owner for violation of the owner's covenants imposed by these restrictions.



- L. To make reasonable rules and to amend the same from time to time, and such rules and amendments shall be binding upon the owners when the owners of a majority of the units have approved them in writing. A copy of such rules and all amendments shall be delivered to each unit.
  - M. Create an assessment fund into which the Board shall place all sums collected by assessments or otherwise, the assessment fund to be used and expended for the purposes herein set forth.
  - N. To render to the owners semi-annual statements of receipts and expenditures.
  - O. To appoint officers and agents to carry out the business of the Board.
  - P. To enter into or renew agreements with persons or firms to manage the units and carry out the rights and powers herein granted to the Board.
  - Q. To fulfill the fiduciary duties to the homeowners, the Board must use due diligence when using the services of an attorney. Full approval of the Board for any legal assistance is a requirement.
12. In the event any common area or common element (exclusive of any party wall), carport or storage facility is damaged or destroyed through the negligent or culpable act of an owner or any guest, agents, or members of his family, such owner does hereby irrevocably authorize the Board of Directors to repair said damaged area or element, resident's unit, carport, or storage facility, and the Board shall so repair such said damaged area or element, unit, carport, or storage facility. The owner shall then repay the Board of Directors in the amount actually expended for said repairs.
- A. Each unit owner further agrees that these charges for repairs, if not paid within the ten (10) days after completion of the work, shall become a lien upon said owner's residence unit and percentage ownership of the common elements and shall continue to be such lien until fully paid. The amount owed by said owner to the Board shall be a debt and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona.
  - B. Each such owner, by his acceptance of a deed to a residence unit, which such deed shall recite that it is subject to the covenants, conditions, and restrictions herein set forth in this instrument, hereby expressly vests in the Board or its agents the right and power to bring all actions against such owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens and such owner hereby expressly grants to the Board a power of sale in connection with said lien.
  - C. In the event of a dispute between any owner and the Board of Directors with respect to the cause of damage or to the extent of repairs necessitated or with respect to the cost thereof, then upon written request of the owner addressed to the Board, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Board. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by the Board and one chosen by the owner. These two arbitrators shall then choose a third arbitrator. If the two arbitrators cannot agree as to the selection of the third arbitrator, then any Judge of the Superior Court of Maricopa County, Arizona. A determination by any two of the three arbitrators shall be binding



upon the owner and the Board, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party then said other party shall have the right and power to choose both arbitrators.

13. There is hereby created a blanket easement upon, across, over, and under the above described premises for ingress, egress, replacing, repairing, and maintaining all utilities, including but not limited to water and electricity. By virtue of this easement, it shall be expressly permitted for the providing electricity company to erect and maintain the necessary telephone poles and other necessary equipment on said property and to affix and maintain electrical wires, circuits, and conduits on, above, across, and under the roofs and exterior walls of the residential units.
14. The responsibility for interior maintenance of electricity, plumbing, and other utilities shall remain with the owners of the units in the same manner as its normal and customary with owners of single-family residences. This also includes maintenance and furnishing/changing light bulbs on the front and back exterior light fixtures attached to each unit.
15. Each lot and the common elements adjacent thereto shall be subject to an easement for encroachments, created by construction, settling and overhangs as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as it shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of the units agree that minor encroachments of parts of the adjacent residential units or common elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.
16. That for the purpose of enforcing these presents, the Board of Directors and its successors are hereby granted, a lien against the interest of any grantee of any unit, his heirs, executors, administrators or assigns, to secure the faithful performance of each and every term and condition set forth herein, and in the event of non-performance or default by any such grantee, the lien against the interest of such grantee in said unit may be foreclosed by the Board of Directors in the same manner as a realty mortgage and that any redemption thereafter, shall nevertheless, be subject to the lien herein created as to other or future events or nonperformance or default; provided, however it is specifically understood and agreed that any lien herein created or which at any time accrues by virtue of the provisions hereof and the terms hereof shall at all times be subordinate and inferior to the lien and the terms and conditions of any bona fide mortgage in which a lending institution is the Mortgagee, whether such mortgage be now in existence or be hereafter made and placed against all or any portion of the above described premise and the improvements thereon. It is the intention that the lien herein created shall be secondary and subordinate to any such bona fide institutional mortgage lien regardless of the time such mortgage lien is placed of record.
17.
  - A. The Board of Directors shall be advised in writing of a proposed sale of a unit in the condo association by either the seller(s) or the seller's Real Estate agent.
  - B. It is the seller's responsibility to provide the buyer a copy of the Covenants, Conditions, and Restrictions (CC&R), Bylaws, and Rules and Regulations no later than ten (10) days after Contract acceptance as required by Arizona law. The buyer is allowed five (5) days after receipt of the information from the seller(s) or Homeowner's Association to

provide written notice to the seller of any items disapproved also as required by Arizona law.

- C. It is advisable for the seller or the seller's agent to request a meeting between the Board of Directors and the prospective new owner(s) prior to the closing of escrow/sale. The purpose of the meeting is to answer any questions regarding the Bylaws, Rules and Regulations, and Declarations and to welcome them to the community.
  - D. No owner of a unit shall lease/rent such unit for business or speculative investments.
18. A. That all dividing wall now or hereafter constructed between any two (2) units on the above property shall be considered party walls, and shall be deemed to belong to the respective common owners as tenants in common, and shall be used for the common purpose of the units separated thereby. The preservation and structural repair of any one of said party walls, except for interior decoration, shall be the joint duty and obligation of the persons using the particular party wall. No structure changes in any of one said party walls shall be undertaken without the prior written consent and approval of the Board of Directors and each of the users of the particular party wall.
- B. In the event any such party wall is damaged or destroyed through the act of one adjoining owner, or any of his guests or agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to derive the other adjoining owner of the full use and enjoyment of such party wall then the first of such owners shall forthwith proceed to rebuild and 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 agents, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.
  - D. 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 Board of Directors, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Board of Directors. If no such rules have been adopted, then the matter shall be submitted to three (3) arbitrators, one chosen by each of the owners and the third by the two so chosen, or if they cannot agree within five (5) days, then by any Judge of the Superior Court of Maricopa County, Arizona. A determination of the matter signed by any two arbitrators shall be binding upon all parties involved in the subject dispute. The cost of arbitration shall be shared equally by the two owners involved in the dispute.
  - E. These covenants shall be binding upon the heirs and assigns of any owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while an owner.
19. The right of partition or to seek partition shall not be available to any person, partnership, association, or corporation owning any interest of any kind whatsoever in and to all or any portion of the above described premises.

20. That any and all prior restrictions on said property be, and the same are hereby ratified, approved and confirmed.
21. The Sun City Home Owners Association or its successor, may, but shall not be obligated to, enforce these restrictions upon receipt of a written request from the owner or owners of one or more of the units covered hereby. Such written request shall explain in detail the violation hereof alleged. In the event the Association elects to act upon a request received pursuant to this paragraph, the Association shall have the right to enforce these restrictions in its own name on behalf of the owner or owners who submitted the request to the Association.
22. The Property is intended to constitute housing intended and operated for occupancy by at least one person fifty-five (55) years of age or older per unit under the Fair Housing Amendments Act of 1988, U.S.C. Section 3600, et seq... and the Arizona Fair Housing Act, of each condominium unit must be fifty-five (55) years of age or older, and no person under nineteen (19) years of age shall be allowed permanent residence in any of the condominium units, and visits of any one under nineteen (19) years of age shall be restricted to ninety (90) days in any one (1) calendar year.
23. **Prohibiting All Rentals.** In the interest of preserving the property values of all lots/units within the Property, rental of lots/units with the Property is prohibited. However, Owners that are using his/her lot/unit as rental property at the time that this Amendment is recorded will be allowed to continue renting his/her lot/unit until the lot/unit is conveyed to a subsequent owner. While the Lot/Unit continues to be rented, all leases shall be made subject to the provisions contained in this Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association.
24. **Nonprofit Corporation.** Upon the formation of the nonprofit corporation, the Board of Management shall become the Board of Directors of the nonprofit corporation. The name of the nonprofit corporation shall be Palm Court Condominium Association. The nonprofit corporation formed by the Board of Management in the unincorporated association shall have all of the powers and duties as the unincorporated association.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning real property therein for a period of thirty (30) years following the date these restrictions are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. These covenants, conditions, and restrictions may be amended, in whole or in part, at any time by a sixty-seven percent (67%) vote of the then owners of lots within the property herein concerned. Deeds of conveyance of said property or any part thereof may contain the above restrictive covenants by reference to this document but whether or not such reference is made in such deeds or any thereof, each and all such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator provided, however that a violation of these restrictive covenants or any one or more of them shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said tracts or any part thereof.

Should any of these restrictive covenants be invalidated by law, regulation or court decree, such invalidity of any such restrictive covenants shall in no way affect the validity of the remainder of the restrictive covenants.

