

F. ANN RODRIGUEZ, RECORDER  
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W  
JOSEPH THOMPSON  
2651 E AVENIDA DE MARIA  
TUCSON AZ 8718

1 **CERTIFICATE OF FIRST AMENDMENT TO DECLARATION OF**  
2 **PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS**  
3 **FOR CATALINA PUEBLO**  
4

5 THIS AMENDMENT is made this 18 day of JANUARY, 2008, by the  
6 owners of the real property described as:

7 Lots1-117 of Catalina Pueblo, being a resubdivision of a  
8 portion of Lot 53 of Catalina Foothills Estates No. 6, as  
9 recorded in Book 20 of Maps and Plats at Page 99; in Book 22  
10 of Maps and Plats at Page 77; and in Book 25 of Maps and  
11 Plats at Page 97 (collectively, the "Properties").  
12

13 and is to that certain Amended and Restated Declaration of Protective Covenants,  
14 Conditions, and Restrictions for Catalina Pueblo (the "Declaration"), which was recorded  
15 in the office of the County Recorder of Pima County, Arizona on May 1, 2003, in Docket  
16 12041 at pages 797 *et seq.* The following amendment hereby is made to the Declaration:

17 **(1) ADD the following to Section 9.3 Leases:**

18 **9.3.5 Limitation on Number of Leased Dwelling Units.** Only 10% of the  
19 Dwelling Units in the Properties may be leased at any one time, and all leases must be for  
20 at least a 90-day term.. Before an Owner enters into a lease with a prospective tenant, he  
21 or she must obtain prior written approval from the Association's Board of Directors, to  
22 assure that no more than 10% of the Dwelling Units are leased. The Board of Directors  
23 has the discretion to allow a variance from this requirement to meet special situations and  
24 to avoid undue hardship or practical difficulties. In addition, any Dwelling Units that are  
25 leased at the time this Amendment becomes effective may continued to be leased so long  
26 as the current Owner owns the Dwelling Unit, even if such leasing results in more than 10%  
27 of the Dwelling Units being leased at any time. The leasing of a Dwelling Unit shall not be

01/18/2008 13:32

1 considered a trade or business within the meaning of Section 9.2 (page 22) of the Declaration.

2 IN WITNESS WHEREOF, the undersigned officers of Catalina Pueblo Association,  
3 an Arizona non-profit corporation, hereby certify that the foregoing First Amendment to the  
4 Declaration of Protective Covenants, Conditions and Restrictions for Catalina Pueblo was  
5 approved by the affirmative vote of Owners of at least a majority of the Lots.

6 CATALINA PUEBLO ASSOCIATION

7  
8  
9 By: *Joseph A. Thomas*  
10 Its: President  
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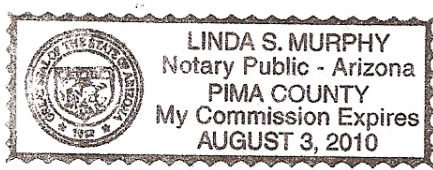
12  
13 ATTEST:

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16  
17 By: *Rosenberg*  
18 Its: Secretary  
19  
20  
21  
22

23  
24 STATE OF ARIZONA )  
25 ) ss.  
26 County of Pima )  
27

28  
29 The foregoing was acknowledged before me this 18 day of January, 2008, by  
30 *Joseph A. Thomas* as President of Catalina Pueblo Association, an Arizona  
31 non-profit corporation.  
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35 *Linda S. Murphy*  
36 Notary Public  
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WINN-DIXIE STORE

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STATE OF ARIZONA       )  
  ) ss.  
County of Pima            )

The foregoing was acknowledged before me this 18 day of January, 2008, by Cherry Rosenberg as Secretary of Catalina Pueblo Association, an Arizona non-profit corporation.

Linda S. Murphy  
Notary Public

