

**WHEN RECORDED RETURN TO:**

The Del Lago Homeowner's Association  
c/o Colby Management, An Associa® Company  
17220 N. Boswell Blvd., Suite 140  
Sun City, AZ 85373-1984

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**FIRST AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR HAMILTON ARROWHEAD RANCH**

This First Amendment to the Second Restatement of Declaration of Covenants, Conditions, and Restrictions for Hamilton Arrowhead Ranch (the "First Amendment") is made as of this \_\_\_ day of \_\_\_\_\_, 2024, by The Del Lago Homeowner's Association, an Arizona nonprofit corporation (the "Association").

**RECITALS**

A. WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Hamilton Arrowhead Ranch was recorded at Document No. 85-145097, office of the Maricopa County Recorder, Arizona, on April 2, 1985 (the "Declaration");

B. WHEREAS, the Restatement of the Declaration of Covenants, Conditions and Restrictions for Hamilton Arrowhead Ranch was recorded at Document No. 85-428685, office of the Maricopa County Recorder, on September 9, 1985;

C. WHEREAS, the Second Restatement of Declaration of Covenants, Conditions, and Restrictions for Hamilton Arrowhead Ranch was recorded at Document No. 1993-0261607, office of the Maricopa County Recorder, on September 14, 2015;

D. WHEREAS, pursuant to Article XV, Section 3 of the Declaration, the Declaration may be amended by a vote of the Owners to which at least fifty-one percent (51%) of the votes in the Association allocated as well as approval in writing by City of Glendale, Arizona;

E. WHEREAS, as evidenced by the attestation below, this First Amendment was approved by the written consent (A.R.S. § 10-3704) of the Owners to which at least fifty-one percent (51%) of the votes in the Association are allocated as well as approval in writing by City of Glendale, Arizona.

**AMENDMENT**

**NOW, THEREFORE,** the Declaration is amended as follows:

1. Article XV, Section 3 is amended as follows:

Section 3. Amendment. The Covenants, Conditions and restrictions of this Declaration shall run with and bind the land for a term of 25 years from the date this Declaration is recorded after which time it shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 25 year period by an instrument signed by Owners of at least 75% of the Lots and thereafter by instruments signed by not less than 51% of the Lot Owners and the Amendment must be recorded. Notwithstanding anything to the contrary herein contained, until such time as deeds to all of the Lots shall have been delivered by Declarant to purchasers thereof, Declarant reserves the right to amend this Declaration in any manner including, without limitation, the description of the Lots and the Common Areas, related facilities and easements.

2. Article X, Section 1 is amended as follows:

W. Lease of Lot. No Lot may be leased or rented for an initial term of less than six (6) months (which may be extended for lesser terms such as month-to-month, but only with the same Lessee). No Lot may be used for vacation rentals or timeshare purposes. The Board of Directors' determination of what constitutes the leasing of a Lot shall be conclusive and binding on the parties.

At least ten (10) days before commencement of the lease term the Owner, even in the absence of a request or registration form that may be utilized by the Association, must provide the Association with the following information as set forth in Ariz. Rev. Stat. § 33-1806.01: (i) the commencement date and expiration date of the lease term; (ii) the names and contact information of each of the Lessees and each other adult person who will occupy the Lot during the lease term; (iii) the address and telephone number at which the Owner can be contacted by the Association during the lease term; and (iv) a description and license plate numbers of the Lessees' and other occupants' vehicles. The Owner shall be liable for any violation of this Declaration or the Rules and Regulations of the Association by the Lessees or other occupants and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations. The Association reserves the right to charge a fee of not more than \$25.00, or such higher amount as may be allowed by law, for each new tenancy (but not continuations or renewals of existing tenancies).

All leases must be in writing and shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration and any rules for the Association. By occupying a Lot and the dwelling unit situated thereon, each Lessee shall be deemed to have agreed to be subject to the terms and conditions of this Declaration and any Rules and Regulations of the Association (except that such Lessee shall not have any voting rights in the Association). Each Owner who leases his Lot and the dwelling unit situated thereon must provide the Lessees and other occupant with a copy of the Declaration and any Rules and Regulations of the Association prior to the commencement of the lease.

3. Except as expressly amended in this First Amendment, the Declaration shall remain in full force and effect. In the event of a conflict or inconsistency between this First Amendment and the Declaration, this First Amendment shall control. Unless otherwise defined herein, each capitalized term used in this First Amendment shall have the meaning given to such term in the Declaration.

[Signature page follows]

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the Del Lago Homeowner's Association, an Arizona nonprofit corporation, has executed this First Amendment as of the day and year first written above.

**THE DEL LAGO HOMEOWNER'S ASSOCIATION,**  
an Arizona nonprofit corporation

By: \_\_\_\_\_  
Its: President

State of Arizona            )  
                                          ) ss.  
County of Maricopa        )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the President of the Del Lago Homeowner's Association, an Arizona nonprofit corporation, for and on behalf of the corporation.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**CITY OF GLENDALE CONSENT**

I, \_\_\_\_\_, being a duly authorized representative of the City of Glendale, Arizona, hereby provide the City's consent to the foregoing First Amendment.

By: \_\_\_\_\_

State of Arizona            )  
                                          ) ss.  
County of Maricopa        )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Glendale, for and on behalf of the City.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**ATTESTATION**

I, \_\_\_\_\_, being the duly elected Secretary of the Del Lago Homeowner's Association, an Arizona nonprofit corporation hereby attest that the foregoing First Amendment received the approval of Owners to which at least fifty-one percent (51%) of the votes in the Association are allocated as well as approval in writing by City of Glendale, Arizona.

By: \_\_\_\_\_

State of Arizona                    )  
                                                  ) ss.  
County of Maricopa                )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of the Del Lago Homeowner's Association, an Arizona nonprofit corporation, for and on behalf of the corporation.

My Commission Expires: \_\_\_\_\_ Notary Public