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Rec Fee. $116.00 Walker And Harper
Gila County, Az, Sadie Jo Tomerlin, Recorder

When recorded mail to:

Portal III Pine Creek Canyon HOA
P.O. Box 1929
Pine, AZ 85544

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS the Declaration of Covenants, Conditions and Restrictions, recorded in the office of the Gila County Recorder at Docket 550, Pages 465 through 478 (hereafter referred to as the "Declaration") provides for the amendment of the Declaration as follows:

> "This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners."

Declaration, Article VII, Section 3.

WHEREAS the Declaration currently provides in Article II, Section 2(a) as follows:

> "(a) Single Family Residential Use. All Portal III Properties shall be used, improved and devoted exclusively to Single Family Residential Use. No business activity of any kind whatsoever shall be conducted on any such property, with the sole exception of a Portal III sales office; which Lot shall be designated prior to sales and said office shall remain a sales office only for the period of time required to sell Portal III Lots. Nothing herein shall be deemed to prevent the leasing of any such property to a single family from time to time by the Owner thereof, subject to all of the provisions of the Declaration. All buildings and structures erected on such property shall be of new construction and no building or structure shall be moved from any other location onto said property. No structure whatever, other than one private, Single Family Residence, which may include a private garage for not more than two (2) cars, shall be erected, placed or permitted to remain on any Lot. No building or structure of residential purpose shall be erected or maintained separate from the residence hereinabove referred to. No dwelling or residence shall be erected, permitted or maintained having a ground floor area of less than seven hundred fifty (750) square feet, exclusive of an open porch, carport or garage. No premises shall be used for hospitals or sanitariums, nor shall any dwelling be occupied for the care or lodging or entertainment, whether for hire or charitable purposes, or persons suffering from injury, ill health

or disease. No parts of any dwelling shall be used for the lodging of paying guests. No gas or propane tanks or containers containing gas or propane, or any flammable substance, shall be placed upon or utilized in connection with any Lot, dwelling or other property within the Properties."

WHEREAS certain owners of property within Portal Pine Creek Canyon Unit 3 wish to amend the Declaration including, but not limited to, the language contained in Article II, Section 2(a) quoted above;

THEREFORE, by their signatures below, the undersigned hereby exercise their power to amend Article II, Section 2(a) of the Declaration to provide as follows:

"(a) Single Family Residential Use. All Portal III Properties shall be used, improved and devoted exclusively to Single Family Residential Use. No business activity of any kind whatsoever shall be conducted on any such property. Nothing herein shall be deemed to prevent the leasing or rental of any such property to a single family from time to time by the Owner thereof, provided that the lease or rental term is not less than six (6) months in duration and subject to all of the provisions of the Declaration. All buildings and structures erected on such property shall be of new construction and no building or structure shall be moved from any other location onto said property. No structure whatever, other than one private, Single Family Residence, which may include a private garage for not more than two (2) cars, shall be erected, placed or permitted to remain on any Lot. No building or structure of residential purpose shall be erected or maintained separate from the residence hereinabove referred to. No dwelling or residence shall be erected, permitted or maintained having a ground floor area of less than seven hundred fifty (750) square feet, exclusive of an open porch, carport or garage. No premises shall be used for hospitals or sanitariums, nor shall any dwelling be occupied for the care or lodging or entertainment, whether for hire or charitable purposes, or persons suffering from injury, ill health or disease. No parts of any dwelling shall be used for the lodging of paying guests. No gas or propane tanks or containers containing gas or propane, or any flammable substance, shall be placed upon or utilized in connection with any Lot, dwelling or other property within the Properties."

FURTHERMORE, by their signatures below, the undersigned hereby exercise their power to amend the Declaration to add the following Section 2(v) to Article II:

(v) Leases. Each Owner shall have the right to lease or rent his Lot; provided however that an Owner is limited to two (2) leases or rentals during one calendar year. Leases or rentals must be for a period of six (6) months or more during one calendar year. Agreements to sub-lease and sub-rental agreements are not permitted. Any lease or rental must be in writing and must provide that the failure of any lessee or tenant to comply

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with the Properties Rules, Bylaws, Articles, and Provisions of the Declaration of Covenants, Conditions and Restrictions shall be a default under the Lease. A copy of the Lease shall be delivered to the Association. The Owner shall be responsible for the lessee's compliance with the Properties Rules, Bylaws, Articles, and the Declaration of Covenants, Conditions and Restrictions and any damages caused by lessee, together with any assessment, special assessment, fines, penalties, dues or other charges payable."

DATED:

Lot No.	Owner	Signature
177	Kenneth. Maeller	

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Portal 3

with the Properties Rules, Bylaws, Articles, and Provisions of the Declaration of Covenants, Conditions and Restrictions shall be a default under the Lease. A copy of the Lease shall be delivered to the Association. The Owner shall be responsible for the lessee's compliance with the Properties Rules, Bylaws, Articles, and the Declaration of Covenants, Conditions and Restrictions and any damages caused by lessee, together with any assessment, special assessment, fines, penalties, dues or other charges payable."

DATED:

Lot No.	Owner	Signature
29	E.E. PAVOGGI	E.E. Poggi

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with the Properties Rules, Bylaws, Articles, and Provisions of the Declaration of Covenants, Conditions and Restrictions shall be a default under the Lease. A copy of the Lease shall be delivered to the Association. The Owner shall be responsible for the lessee's compliance with the Properties Rules, Bylaws, Articles, and the Declaration of Covenants, Conditions and Restrictions and any damages caused by lessee, together with any assessment, special assessment, fines, penalties, dues or other charges payable."

DATED: November __, 2013.

Lot No.	Owner	Signature
1,2,3	CHAS Casey	Charles H. Casey
25	LARRY MASON	[illegible]
79	Gary Mugliano	Gary Mugliano

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