

## 4. EX. D. Amendment change 10-17-25 Recorded

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JUSTIN HEAP  
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Phoenix, Arizona 85044

### **AMENDMENT TO DECLARATION OF RESTRICTIONS, ESTABLISHMENT OF BOARD OF MANAGEMENT AND LIEN RIGHTS FOR TARA CONDOMINIUMS**

This Amendment To The Declaration of Restrictions, Establishment of Board of Management and Lien Rights for Tara Condominiums (“Amendment”) is made as of this 17 day of October, 2025 by Tara Condominiums Association (“Association”), which described as follows:

Lots 1 thru 50 inclusive of Tracts G, R and U, SUN CITY UNIT 15-C, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 128, Page 16.

#### **RECITALS**

A. The Declaration of Restrictions, Establishment of Board of Management and Lien Rights recorded at Docket 8008, Page 724 in the Official Records of Maricopa County (“Declaration”).

B. Except as expressly provided in this Amendment, all of the terms, conditions and provisions of the Declaration will remain in full force and effect as originally written and recorded. Unless otherwise defined in this Amendment, each capitalized term used in this Amendment shall have the meaning given to such term in the Declaration.

WHEREAS, pursuant to A.R.S. §33-1227(A), the Declaration may be amended affirmative vote or written consent of least sixty-seven percent (67%) of the Members in the Association.

WHEREAS, at least sixty-seven percent (67%) of the Members consented to the adoption of these amendments.

WHEREAS, the capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings given to them in the Declaration

NOW THEREFORE, the Declaration is hereby amended as follows:

Paragraph 1 is amended as follows:

Only multi-family residential dwellings, storage buildings and carports for the use in connection with such dwellings shall be constructed, maintained or permitted on the tracts. A multi-family residential dwelling shall consist of two or more single-family Residential Units. "Residential Unit" shall mean a structure designated for separate ownership and occupancy.

Paragraph 10 is amended as follows:

- A. "Common Elements" shall mean all portions of the land which is not the Residential Units.
- B. "Limited Common Elements" shall mean a portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Residential Units.

Paragraph 12(B) is amended as follows:

To use and expend assessments collected to maintain, insure, care for and preserve the Common Elements, including the improvements other than the Residential Units and Limited Common Elements.

Paragraph 12 (H) is amended as follows:

- i) To insure, to the extent reasonably available, the Common Elements in an amount equal to the maximum insurable replacement value of the Common Elements, as determined by the Board of Management; provided, however, that the total amount of insurance after application of any deductibles shall not be less than eighty percent (80%) of the actual cash value of the insured property.
- ii) In the event that the insurance proceeds are insufficient to repair or replace the loss of or damage, the Board of Management may levy an additional assessment in proportional amounts to each Residential Unit Owner to cover the deficiency.
- iii) To obtain, to the extent reasonably available, liability insurance on the Common Elements.
- iv) If an insurance claim is made on Tara Condominium's insurance policy for damage to the Common Elements caused by a Residential Unit Owner, guest of Residential Unit Owner, or Invitee of a Residential Unit Owner, that Residential Unit Owner is personally responsible for the payment of Tara Condominium's insurance deductible.

