

When recorded mail to:



Kingswood Estates Unit III  
Owners Association, Inc.  
c/o HOAMCO  
P.O. Box 10000  
Prescott, AZ 86304

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**SECOND AMENDMENT  
TO  
PROTECTIVE COVENANTS  
OF  
KINGSWOOD UNIT III**

THIS SECOND AMENDMENT TO PROTECTIVE COVENANTS OF KINGSWOOD UNIT III ("Second Amendment") is adopted effective as of the date of its recording in the official records of Yavapai County, Arizona.

**WITNESSETH**

WHEREAS, Prescott Partners Limited Partnership, an Arizona limited partnership (the "Declarant"), recorded the Protective Covenants of Kingswood Unit III on December 17, 1996, Instrument No. 9671455, Official Records, Yavapai County, Arizona Recorder, subjecting the real property located in Yavapai County, Arizona, which is described therein (hereinafter, the "Property" or the "Project"), to the covenants, conditions and restrictions set forth therein, as amended by the Amendment to Protective Covenants for Kingswood Unit III, recorded on July 22, 1997, Instrument No. 9739745, Official Records, Yavapai County, Arizona Recorder (collectively, the "Declaration").

WHEREAS, pursuant to Section 30 of the Declaration, the Declaration may be amended by the vote of at least two-thirds (2/3) of the then Owners of the Lots.

WHEREAS, Owners holding not less than two-thirds (2/3) of the votes in the Association have returned signed Written Ballots to the Kingswood Estates Unit III Owners Association, Inc. (the "Association") approving this Second Amendment to the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows in accordance with Section 30 of the Declaration and A.R.S. § 10-3708.

\* BOOK: 3329 PAGE: 523

\*\* BOOK: 3446 PAGE: 234

1. Section 2 of the Declaration is hereby amended as follows:

2. All Lots in KINGSWOOD ESTATES UNIT III shall be residential lots, and said Lots shall have constructed thereon residential dwellings only. No Lot may be used for any purpose other than single family residential use. No Owner may lease less than the entire Lot. No Lot may be leased, sub-leased, licensed, occupied for consideration, or advertised for lease for a term of less than thirty (30) consecutive days. No Lot may be leased, sub-leased, licensed, occupied for consideration, or advertised for lease for vacation rental, timeshare, hotel, or any other transient purposes. Any agreement for the lease of a Lot must be in writing and must be expressly subject to these Covenants and the Association's other governing documents, including any rental registration requirements. There shall be no subleasing of Lots or assignment of leases. Any Owner leasing a Lot must provide the lessees with copies of these Covenants and the Association's other governing documents. Any violation of these documents shall be a default under the lease. An Owner shall notify the Association regarding the existence of all leases. The Owner shall be liable for compliance with these Covenants and the Association's other governing documents and shall remain responsible for any violations thereof by the lessees or other persons residing at the Lot, and their guests and invitees. In the event of any such violations, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations or, if demanded by the Association, immediately take all necessary action (including, but not limited to, legal action) to remove from the Lot the lessees and all other persons residing at the Lot. All notices shall be sent to the Owner. The Board of Directors of the Association reserves the right to grant a variance or exception to the lease restrictions herein, if circumstances warrant as determined in the sole discretion of the Board of Directors. Subject to the provisions of these Covenants, the Board of Directors shall be entitled to adopt, amend, and repeal rules and regulations governing the leasing of Lots.

2. Except as specifically modified by this Second Amendment, the Declaration shall remain in full force and effect in accordance with its terms. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Declaration, the terms of this Second Amendment shall control.

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**CERTIFICATION OF APPROVAL  
OF  
SECOND AMENDMENT  
TO  
PROTECTIVE COVENANTS  
OF  
KINGSWOOD UNIT III**

The undersigned executes this Certification of the attached Second Amendment to the Protective Covenants of Kingswood Unit III (the "Second Amendment") for the purpose of certifying that Owners holding not less than two-thirds (2/3) of the total votes in the Kingswood Estates Unit III Owners Association, Inc. have returned Written Ballots to the Kingswood Estates Unit III Owners Association, Inc. approving the Second Amendment to the Declaration in accordance with Section 30 of the Declaration and A.R.S. § 33-10-3708. Unless otherwise defined herein, the capitalized terms used in this Certification have the meanings as defined in the Declaration.

Kingswood Estates Unit III Owners Association, Inc., an Arizona nonprofit corporation

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

Name: \_\_\_\_\_

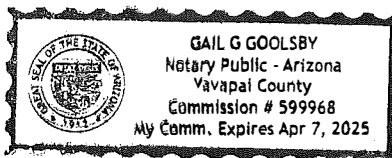
President, Board of Directors

Dated: \_\_\_\_\_

STATE OF ARIZONA )

) SS.

COUNTY OF YAVAPAI )



The foregoing instrument was acknowledged before me this 28 day of February, 2022 by Peter T. Eagers, the President of Kingswood Estates Unit III Owners Association, Inc., an Arizona nonprofit corporation, the person to me known as the person described in and who executed the foregoing instrument and acknowledged before me that (s)he executed the same on behalf of said association.

Witness my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC

My Commission will expire April 07, 2022