

WHEN RECORDED RETURN TO:
Smith & Wamsley, PLLC
2940 N. Swan Road, Ste. 212
Tucson, AZ 85712

**FIRST AMENDMENT TO
BARRIO LINDO DECLARATION OF
COVENANTS, RESTRICTIONS, AND EASEMENTS**

This First Amendment to Barrio Lindo Declaration of Covenants, Conditions, Restrictions, and Easements (“Amendment”) is effective as of the date it is recorded, amending the Barrio Lindo Declaration of Covenants, Conditions, Restrictions, and Easements, recorded at Sequence Number 20211440620 in the Official Records of Pima County, Arizona on May 24, 2021 (“Declaration”).

RECITALS

WHEREAS, Equilibrium 28 W 18th St., LLC is an Arizona limited liability company, which is the Declarant pursuant to Article I, Section 1.20 of the Declaration.

WHEREAS, the Declaration, at Article XV, Section 15.2.1, provides:

In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Declarant Control Period, this Declaration may only be amended by the Declarant and may be amended for any purpose, without the consent or approval of any Owners or Members, or any other Person, regardless of whether any such amendment is uniform in nature.

WHEREAS, Article I, Section 1.22 of the Declaration provides the Declarant Control Period began upon the recording of the Declaration and will not expire until the earlier of: (1) the sale of 100% of the Lots to Persons other than Declarant; (2) the Declarant’s voluntary relinquishment of its Declarant Control Period rights; or (3) December 31, 2035.

WHEREAS, notwithstanding any terms of the Declaration, A.R.S. § 33-1820(2) provides the Declarant Control Period must terminate not later than the date on which the second to last Lot is sold to a Person other than Declarant.

WHEREAS, the Declaration Control Period has not terminated because: (1) Declarant currently holds title to all the Lots; (2) Declarant has not voluntarily relinquished any of its rights; and (3) it is not yet December 31, 2025.

WHEREAS, the Declaration does not presently restrict or regulate leases or other rental activity within the Lots.

WHEREAS, the Declarant now desires to amend the Declaration to more expressly state rental activity is allowed within the Lots to provide greater clarity and certainty about these rights to prospective purchasers.

NOW, THEREFORE, Declarant, hereby amends the Declaration as follows.

AMENDMENT

1. Article V, Section 5.1 of the Declaration is hereby amended by inserting the following Section 5.1.26 immediately after Section 5.1.25:

Leasing 5.1.26 An Owner may lease all or any portion of the Owner’s Lot to a Tenant for any period of time. Each Owner is responsible for the Owner’s Tenants’, the Tenants’ guests or invitees’, and any other Occupant of the Lot’s, compliance with all terms of the Governing Documents. Each Owner shall ensure the use of the Owner’s Lot by a Tenant, the Tenant’s guests or invitees, or any other Occupant of the Lot, complies with all applicable zoning, codes, ordinances, laws, or other governmental regulations. Notwithstanding any other provision of this Declaration, after the Period of Declarant Control, this Section may not be amended, repealed, or otherwise modified in any way unless the proposed change is approved by the unanimous written consent of all Owners of all Lots. No lesser vote shall be sufficient. For the purposes of this Section, a “lease” shall refer to any lawful rental agreement of any kind. Nothing in this Section in any way limits or modifies the Association’s rights to request certain information from an Owner pursuant to A.R.S. § 33-1806.01.

2. The Recitals are incorporated herein and have the effect of stipulations of fact.

3. Except as amended herein, all terms of the Declaration remain in full force and effect without modification.

4. Defined terms used and not otherwise defined in this Amendment have the meanings given to such terms in the Declaration, as previously amended.

IN WITNESS WHEREOF, the Declarant hereby executes this Amendment, which is effective immediately upon recording.

EQUILIBRIUM 28 W 18TH ST., LLC

By: Equilibrium Fund Manager, LLC
Its: Manager

By: [Signature]
Sofonias Astatke

DATE: 12-27-2025

Its: Manager

State of CALIFORNIA)
Arizona)
County of LOS ANGELES) ss.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me this 27th day of DECEMBER, 2025, by Sofonias Astatke, the Manager of Equilibrium Fund Manager, LLC, an Arizona limited liability company, which is the Manager of Equilibrium 28 W 18th St., LLC, an Arizona limited liability company, for and on behalf of the company.

[Signature]
Notary Public

My Commission Expires: MARCH 28, 2028

