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THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
VILLA MILANO AT RANCHO SIN VACAS

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions for Villa Milano at Rancho Sin Vacas Subdivision ("Declaration") was recorded in the office of the Pima County, Arizona Recorder, on November 23, 2004 in Docket 12434 at Page 2177 and amended on November 29, 2005 in Docket 12689 at Page 6924 and on March 22, 2006 in Docket 12766 at Page 4922, Office of the Pima County Recorder; and

WHEREAS, Section 10.2.A of the Declaration provides that so long as the Declarant owns at least five of the Lots shown upon the Plat, the Declaration may be amended by the Declarant of its own volition and without the consent or approval of the other owners of the Lots. Section 10.2 of the Declaration further provides that any amendment becomes effective upon its recordation in the Office of the Pima County, Arizona, Recorder.

NOW, THEREFORE, the Declaration is amended as follows:

1. Article III, Section 3.1.B currently states:

Section 3.1. Exterior Maintenance, Repair and Upkeep of Lots.

B. Perimeter Walls. Each Owner shall maintain, repair and repaint (if applicable), the interior and exterior sides of the perimeter yard walls or fences appurtenant to his Lot, except that if such a wall or fence is a common wall or fence, an Owner shall be required to repair and repaint only that portion of the wall or fence exclusively used by that Owner.

Section 3.1.B is deleted and the following new Section 3.1.B is substituted in its place:

B. Perimeter Walls.

1. Subject to the provisions of Section 3.1.B.2, below, each Owner is required to maintain, repair and repaint the interior and exterior of the perimeter yard walls, retaining walls and fences appurtenant to or abutting

that Owner's Lot, whether or not such walls and fences are actually located in whole or in part on that Lot.

2. Certain portions of the walls and fences referred to in Section 3.1.B.1, face the Common Areas and are appurtenant to or on the border of more than one Lot. As a result, it is difficult for the Owners of such Lots to coordinate the maintenance, repair and painting of the exterior portions of such walls/fences with the other Owners who are responsible for the maintenance, repair and painting of such walls/fences. Therefore, to facilitate such maintenance, repair and painting of such walls/fences, the Association assumes the responsibility of maintaining, repairing and painting the exterior portions of these walls/fences in order to ensure their structural integrity and maintain a uniform appearance throughout the Property. In undertaking this responsibility, it is understood and agreed that the costs of such maintenance, repair and painting of the walls/fences will be borne by all of the Lot Owners who are responsible for such maintenance, repair and painting under Section 3.1.B.1. The costs will be charged to each responsible Lot Owner as an individual repair and maintenance assessment. Such costs will be prorated among all Lot Owners for whose benefit the work was performed based on the actual square footage of the walls/fences for which each Lot Owner is responsible. By way of example, the Owners of Lots 25 through 30 will share the costs of the maintenance, repair and painting of the exterior portions of the wall that face Common Area "C." Upon completion of the work by the Association, it will send an invoice to each responsible Owner. Payment of the invoice will be due within 15 days of the date of the invoice and if not paid, the Owner will be charged a late fee of 10% of the amount due or \$15.00, whichever is greater. If the Owner fails to pay this amount when due, the amount assessed against the Owner will become a lien against the Lot and the personal obligation of the Owner of the Lot on which the work was performed and may be collected in the same manner as the collection of assessments pursuant to Sections 6.5 and 6.9.
3. Each Owner grants the Association an easement for ingress and egress over that Owner's Lot for the purpose of providing the maintenance, repair and painting the walls and fences referred to in section 3.1.B.2.

2. Article III, Section 3.2 currently states:

Section 3.2. Maintenance of Common Area, Slope and Drainage Easements. The Association shall be responsible for the maintenance of, repair and upkeep of any Common area improvements including but not limited to, non-public streets, curb line sidewalks and Common Area sidewalks, landscaping, common trash/garbage collection areas, parking areas, if any, constructed on the Common Areas. The Association shall further be responsible for maintaining the slope and drainage

easements shown on the Plat, whether on Common area or on a Lot and shall repair and maintain any landscaping and retaining walls or other structure thereon. The association is hereby granted an easement upon, across, over and under such slope and drainage easements to carry out these maintenance responsibilities.

Section 3.2 is deleted and the following new Section 3.2 is substituted in its place:

Section 3.2 Maintenance of Common Area, Slope and Drainage Easements; and Painting of Mail Boxes.

1. The Association is responsible for (a) the maintenance of, repair and upkeep of any Common Area improvements including but not limited to, the private streets, curb line sidewalks and Common Area sidewalks, landscaping, common trash/garbage collection areas, parking areas, if any, constructed on the Common Areas; (b) the maintenance of the slope and drainage easements shown on the Plat, whether on Common Area or on a Lot; and (c) the repair, maintenance and painting of (i) any landscaping and retaining walls or any other structure located on the slope and drainage easements shown on the Plat; and (ii) the portion of the walls facing Common area "B" shown on the Plat bordered by Viale di Buona Fortuna and Lots 32, 33 and 34, except for the exterior portion of the wall on the border of Lot 32 which is the responsibility of the Owner of Lot 32. The Association is also responsible for painting all mailboxes located within the Property. The Association is granted an easement upon, across, over and under such slope and drainage easements to carry out these maintenance responsibilities.
2. Nothing in Section 3.1.B negates the Association's responsibility for the maintenance and repair of the walls, mail boxes and other structures that are required to be maintained by the Association under this Section 3.2.
3. The first sentence of Section 6.3B currently states:

B. Increase in Maximum Annual Assessment.

Subject to Subsection 6.3C of this section, the Board shall not, in any given year, increase the maximum annual assessment by an amount greater than (i) 10% of the amount of the preceding year's maximum annual assessment or (ii) the percentage increase in the cost of living index for "All Statistics of the United States Department of Labor all Urban Consumers (hereinafter called the "Cost of Living Index Number"), whichever is greater.

The first sentence of Section 6.3B is amended by deleting such first sentence and substituting the following in its place.

ACTION IN WRITING
OF THE
DECLARANT
OF
VILLA MILANO AT RANCHO SIN VACAS HOMEOWNERS ASSOCIATION, INC.

The undersigned, representing the Declarant, originally First American Title Company, a California corporation, as Trustee under Trust No. 9058 (subsequently Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company, as Trustee Under 18139T), which takes the following action in writing.

The Declarant hereby exercises the right pursuant to Article X, Section 10.2 (c) of the Conditions, Covenants and Restrictions (CC&Rs) for the Villa Milano at Rancho Sin Vacas Homeowners Association that states the Declarant must approve and sign any Amendment to the CC&Rs. By this Action the Declarant has approved and signed the Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Villa Milano at Rancho Sin Vacas.

Approved by the Declarant of the Villa Milano at Rancho Sin Vacas Homeowners Association, as indicated by signature below:

Eric Minshall, Representative for
Declarant

7/8/2013
Date

0710
State of ~~Arizona~~)
Cuyahoga) ss.
County of ~~Pima~~)

Acknowledged before me this 8th day of July, 2013
by Eric Minshall, the Declarant of the Villa Milano at Rancho Sin Vacas Homeowners Association.

Notary Public

My Commission Expires:

M. MICHAEL O'NEAL, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 147.06 R. C.

B. Increase in Maximum Annual Assessment.

Subject to Subsection 6.3 C of this section, the Board will not, in any given year, increase the maximum annual assessment by more than (i) 20% of the preceding year's maximum annual assessment or (ii) the percentage increase in the cost of living index for "All Statistics of the United States Department of Labor all Urban Consumers ("Cost of Living Index"), whichever is greater.

The undersigned, being the Declarant and the owner of more than five Lots, executes this Amendment on July 15, 2013.

DECLARANT:

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, as Trustee Under 18139T, only and not other wise.

By: [Signature]
As Trustee of Trust #18139T

STATE OF ARIZONA)
) ss:
COUNTY OF PIMA)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on 15
July, 2013 by [Signature], as Trustee of Trust #18139T, only, as held
by LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited
liability company.

[Signature]
Notary Public

My Commission Expires: 7/26/14

