

**20252200513**

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Gabriella Cázares-Kelly, Recorder

**When Recorded Mail/Deliver To:**

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7400 N. Oracle Rd., Suite 301  
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**FIFTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR VILLA MILANO AT RANCHO SIN VACAS SUBDIVISION**

**(Amends Sequences 20042260383, 20052301212, 20060551138, 20132030680,  
& 20180530254)**

**DO NOT REMOVE**

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**FIFTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR VILLA MILANO AT RANCHO SIN VACAS SUBDIVISION**

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Villa Milano at Rancho Sin Vacas Subdivision (the "Declaration") was recorded on November 23, 2004, at Sequence 20042260383, office of the Pima County Recorder; and

WHEREAS, the First Amendment to the Declaration was recorded on November 29, 2005, at Sequence 20052301212, office of the Pima County Recorder; and

WHEREAS, the Second Amendment to the Declaration was recorded on March 22, 2006, at Sequence 20060551138, office of the Pima County Recorder; and

WHEREAS, the Third Amendment to the Declaration was recorded on July 22, 2013, at Sequence 20132030680, office of the Pima County Recorder; and

WHEREAS, the Fourth Amendment to the Declaration was recorded on February 22, 2018, at Sequence 20180530254, 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 Lots shown upon the Plat, Declarant shall have the right of its own volition and without any other consent or approval to amend this Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

***ARTICLE III, Section 3.1.B. Perimeter Walls, as amended by the Third Amendment to the Declaration is DELETED in its entirety and is REPLACED with a new Section 3.1.B. Perimeter Walls as follows:***

**B. Perimeter Walls.**

1. Except as otherwise provided in Article III, Sections 3.1 and 3.2 of this Declaration, 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 the 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 similarly responsible for the maintenance, repair and painting of such walls/fences. Therefore, to facilitate such maintenance, repair, and repainting 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. The Association shall be solely responsible for all costs related to the maintenance, repair and painting of the exterior portions of these walls/fences, unless said maintenance, repair and/or painting is necessary as a result of damage or destruction by a willful or grossly negligent act of an Owner or any of his or her guests, tenants, licensees, agents or members of his family, in which case Section 5.4 of this Declaration shall apply.

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 of the walls and fences referred to in Section 3.1.B.2.

The undersigned, being the Declarant and the Owner of more than five Lots, executes this Amendment on the 30<sup>th</sup> day of July, 2025.

DECLARANT:

UNITED HOME DISTRIBUTIONS, LLC, an Arizona limited liability company,

By: 

JESUS RODRIGUEZ

Its: Member/Manager

STATE OF ARIZONA     )  
                                      ) ss:  
County of Pima         )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 30<sup>th</sup> day of July 2025, by JESUS RODRIGUEZ, as Member/Manager of UNITED HOME DISTRIBUTIONS, LLC, an Arizona limited liability company.

  
Notary Public

