

When Recorded, Return To:
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Radix Law, PLC
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Scottsdale, AZ 85254

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**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE VILLAS AT ANCALA**

This Amendment to the Declaration of Covenants, Conditions and Restrictions of The Villas at Ancala (formerly known as the Ancala Golf Casitas Homeowners Association, formerly known as the Ancala Casitas Resort Homeowners Association), recorded June 27, 1991, at recording number 1991-296768, records of Maricopa County, Arizona (the "Declaration") is made as of the date of its recording.

A. WHEREAS, the Declaration at Article XIII, Section 5 provides that the Declaration may be amended by Owners of not less than seventy-five percent (75%) of the Lots. Subsequent statutory authority at A.R.S. §33-1817(A) provides that the Declaration can be amended by the Association by an affirmative vote or written consent of the number of owners specified in the Declaration.

B. WHEREAS, this Amendment was adopted and approved by the Owners of at least 75% of the Lots by written consent pursuant to A.R.S. §33-1817 and A.R.S. §10-3704.

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Article VI is amended to add the following Section:

Section 4. Maintenance and Repair Fee. The Association shall establish a Maintenance and Repair Fee to ensure that the community reserve account is adequately funded. The Maintenance and Repair Fee shall not exceed the total annual assessments incurred by an individual homeowner in a 12 month period. The amount of the Maintenance and Repair Fee may not be modified by the Association's Board of Directors more than once a year. The fee shall be the personal obligation of the Purchasing Owner and shall be a lien against the Lot in the manner of assessments. The Maintenance and Repair Fee is due upon the sale of a Lot.

Except as expressly amended herein, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Amendment and the Declaration, this Amendment shall prevail. Unless otherwise defined herein, each capitalized term used in this Amendment shall have the meaning given to such term in the Declaration.

IN WITNESS WHEREOF, the Villas at Ancala Homeowners Association, an Arizona nonprofit corporation, has executed this Amendment.

VILLAS AT ANCALA HOMEOWNERS ASSOCIATION

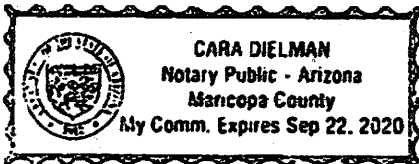
By: Arlan G. Oliva

Arlan G. Oliva, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 21st day of January 2020, by Arlan G. Oliva, President of the Villas at Ancala Homeowners Association, an Arizona nonprofit corporation, for and on behalf of the corporation.

Cara Dielman
Notary Public



SEAL:

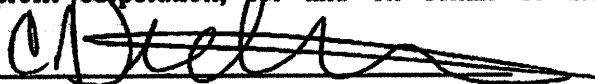
SECRETARY'S ATTESTATION

I, John P. Palombi, being the duly elected Secretary of the Villas at Ancala Homeowners Association, hereby attest that the foregoing Amendment was approved by written consent by the Owners of at least seventy-five percent (75%) of the Lots.

By: J. P. Palombi
John P. Palombi, Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 21st day of January 2020, by John P. Palombi, the Secretary of the Villas at Ancala Homeowners Association, an Arizona nonprofit corporation, for and on behalf of the corporation.



Notary Public
SEAL:

