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WHEN RECORDED RETURN TO:

Donald E. Dyekman, Esquire
4110 N. Scottsdale Rd., #308
Scottsdale, AZ 85251

RECORDED IN OFFICIAL RECORDS		
OF MARICOPA COUNTY, ARIZONA		
SEP 11 1985-400		
KEITH POLET'S, County Recorder		
FEE 9.00	PGS 9	L.M.

MOD RSTR

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VINTAGE AT GAINNEY RANCH**

This Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for The Vintage at Gainney Ranch is made this 6th day September, 1985, by The Enclave At Gainney Ranch Owners Association, an Arizona corporation (the "Association").

RECITALS:

A. A Declaration of Covenants, Conditions and Restrictions for The Vintage at Gainney Ranch (the "Declaration") was recorded as Instrument No. 85 185985 with the County Recorder of Maricopa County, Arizona imposing certain covenants, conditions and restrictions upon the real property described on Exhibit A attached to the Declaration.

B. The capitalized terms used in this Certificate of Amendment without definition shall have the meanings given to such terms in the Declaration.

C. The Declaration provides that it may be amended by the Association if the amendment is approved by the affirmative vote of members casting 75% of the total votes cast at a meeting held for the purpose of voting on the amendment. The Declaration further provides that no amendment to the Declaration shall be effective unless signed by the Master Association and the Declarant.

D. The amendments to the Declaration set forth in this Certificate of Amendment have been approved and adopted by the sole member of the Association.

NOW, THEREFORE, the Declaration is amended as follows:

1. Declarant intends to develop and market the Project under the name of "The Enclave At Gainney Ranch." Therefore, the name "The Enclave At Gainney Ranch" is hereby substituted in place of the name "The Vintage At Gainney Ranch" throughout the Declaration.

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2. The second sentence of Section 1.5 of the Declaration is amended by substituting the name "The Enclave At Gainey Ranch Owners Association" in place of the name "The Vintage At Gainey Ranch Owners Association."

3. Section 1.10 is amended to read as follows:

1.10. "Declarant" means Felker-Edmunds Development, an Arizona general partnership, and its successors and any person or entity to whom it may expressly assign any or all of its rights under this Declaration and Markland Properties, Inc., an Arizona corporation, in the event Markland Properties, Inc. elects to become the Declarant under this Declaration pursuant to Section 10.18 of this Declaration.

4. Section 1.24 is amended to read as follows:

1.24. "Purchaser" means any person other than the Declarant, who by means of a voluntary transfer becomes the owner of a Lot except for (i) an Owner who purchases a Lot and then leases it to the Declarant for use as a model in connection with the sale of other Lots, (ii) an Owner who in addition to purchasing a Lot is assigned any or all of the Declarant's rights under this Declaration, or (iii) Markland Properties, Inc., an Arizona corporation, if Markland Properties, Inc. becomes the Owner of all or any part of the property by foreclosure, trustee's sale or otherwise by reason of any option or right of first refusal held by Markland Properties, Inc.

5. Section 3.2 is amended to read as follows:

3.2. Classes of Members. The Association shall have two classes of voting membership:

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Class A. Class A members shall be all Owners, with the exception of the Declarant until the termination of the Class B Membership, of Lots. Each Class A member shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when seventy-five percent (75%) of the Lots have been conveyed to Purchasers.

6. Subsection 5.14(c) is deleted.
7. Section 8.5 is amended to read as follows:

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8.5. Payment of the Utility Charges. Each Lot shall be separately metered for electrical, water, sewer and other utility service, and all charges for such utility service to the Lot shall be the sole obligation and the responsibility of the Owner of each Lot. Charges for utility service to the Common Areas shall be the obligation of the Association and shall be included in the budget of the Association.

8. Subsection 9.1(e)(1) is amended to read as follows:

(1) The insurer waives any right to claim by way of subrogation against the Master Association, the Association, the Board, the Owners and any managing agent of the Association and their respective agents, employees, guests, and in the case of Owners, the members of their households;

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9. The first sentence of Section 9.3 is amended to read as follows:

Except to the extent that such individuals are covered by a fidelity bond obtained by the Master Association and the Association is named as an obligee under such bond, the Association shall maintain blanket fidelity bonds for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association, including, without limitation, any management agent to whom the Association has delegated some or all of the responsibility for the handling of such funds.

10. Section 10.17 is amended to read as follows:

10.17. Declarant ¹ Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded Plat or other instrument recorded in the office of the County Recorder of Maricopa County, Arizona, Declarant makes no warranties or representations whatsoever to the Owners that the plans presently envisioned for the complete development of the Project can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or develop for any particular (or any) use or if such land is once used for a particular use, such use will continue in effect.

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11. The first sentence of Section 10.18 is amended to read as follows:

If Markland Properties, Inc., an Arizona corporation, becomes the owner of all or any part of the property by foreclosure, trustee's sale or otherwise by reason of any option or right of first refusal held by Markland Properties, Inc. to purchase all or any part of the property, Markland Properties, Inc. shall have the right to become the Declarant under this Declaration and to succeed to all the rights, options and duties of the Declarant hereunder; provided, however, that (i) Markland Properties, Inc. shall not become the Declarant hereunder and shall not succeed to any of the rights, options or duties of the Declarant unless ^{Markland Properties, Inc.} Markland Properties, Inc. so elects by written instrument recorded in the office of the Maricopa County Recorder, (ii) if such an election is recorded, Markland Properties, Inc. shall have no liability for any actions taken by the Declarant prior to the recording of such election, and (iii) if at the time of the recording of such election, Felker-Edmunds Development, its successors and assigns, still owns any unimproved lots, Felker-Edmunds Development, its successors and assigns, shall be entitled to the exemption provided the Declarant in Section 4.7 of this Declaration with respect to the unimproved Lots which it owns and shall not be required to obtain the approval of the Board for the construction of improvements on the unimproved Lots owned by Felker-Edmunds Development.

12. The acknowledgment of the signature of Geoffrey H. Edmunds and Associates, Inc., an Arizona corporation, on the Declaration is hereby corrected to state that Geoffrey H. Edmunds executed the Declaration as President of Geoffrey H. Edmunds and Associates, Inc., an Arizona corporation, on behalf of the Corporation, as a general partner in Felker-Edmunds Development, an Arizona general partnership. By approving this

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Certificate of Amendment, Jean Wright, the Notary Public who acknowledged the signature of Geoffrey H. Edmunds on the Declaration, consents and agrees to the foregoing correction of the acknowledgement.

IN WITNESS WHEREOF, the Association has executed this Certificate of Amendment on the day and year first above written and the persons executing this Declaration on behalf of the Association hereby certify that the amendments set forth in this Certificate of Amendment have been approved and adopted by the sole voting member of the Association.

THE ENCLAVE AT GAINNEY RANCH OWNERS ASSOCIATION, an Arizona corporation

By: Geoffrey H. Edmunds
President

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ATTEST
Cal Brewer
Secretary

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APPROVED:

The Gainey Ranch Community Association, an Arizona corporation

By: Stephen J. Brunner
Its: Treasurer

Felker-Edmunds Development, an Arizona general partnership

By: Geoffrey H. Edmunds and Associates, Inc., an Arizona corporation, general partner

Geoffrey H. Edmunds
Geoffrey H. Edmunds, President

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Jean Wright
Jean Wright

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 30th day of July, 1985, by Stephen J. Brunner the Treasurer of The Gainey Ranch Community Association, an Arizona corporation, on behalf of the Corporation.

Susan K. Cooper
Notary Public

My Commission Expires:
June 14, 1987

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STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 6th day of September, 1985, by Geoffrey H. Edmunds, the President of Geoffrey H. Edmunds and Associates, Inc., an Arizona corporation, as general partner of Felker-Edmunds Development, an Arizona general partnership, on behalf of the Partnership.

Richard D. Halley
Notary Public

My Commission Expires:

My Commission Expires June 28, 1989

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument Unofficial Document was acknowledged before me this 6th day of September, 1985, by Geoffrey H. Edmunds, the President of The Enclave At Gainey Ranch Owners Association, an Arizona corporation, on behalf of the Corporation.

Richard D. Halley
Notary Public

My Commission Expires:

My Commission Expires June 28, 1989

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 6th day of September, 1985, by Cal Graves, the Secretary of The Enclave At Gainey Ranch Owners Association, an Arizona corporation, on behalf of the Corporation.

Richard D. Halley
Notary Public

My Commission Expires:

My Commission Expires June 28, 1989

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STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me
this 6th day of September, 1985, by Jean Wright.

Richard D. Hedley

Notary Public

My Commission Expires:

~~My Commission Expires June 28, 1989~~

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