

CertofAmendGGreens-2-1-1--
Yorkm

WHEN RECORDED, MAIL TO:
Beth Mulcahy
Mulcahy Law Firm, P.C.
3001 E. Camelback Road, Suite 130
Phoenix, Arizona 85016

**Certificate of Amendment to the Satellite Declaration of Covenants,
Conditions and Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and
Easements for The Greens at Gainey Ranch**

THIS CERTIFICATE OF AMENDMENT TO the Satellite Declaration of Covenants, Conditions, and Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for The Greens at Gainey Ranch ("Amendment") is made this 8 day of September, 2023, by The Greens at Gainey Ranch ("Association").

RECITALS

- A. The original Declaration of Covenants, Conditions and Restrictions was recorded on August 22, 1984 at Document No. 1984-368308, thereafter, amended on September 13, 1985, at Recording Number 1985-435104, and further amended on July 21, 2006, at Recording Number 2006-0980289, and further amended on June 28, 2007 at Recording Number 2007-074771, and further amended on June 1, 2011, at Recording Number 2011-0458374, all official records of Maricopa County, Arizona ("Declaration"), and subjected the real property described in the Declaration (and any Supplemental Declaration) to the Declaration and required that the property be held, sold, used, and conveyed subject to the easements, restrictions, covenants and conditions, which run with the title to the real property subject to this Declaration.
- B. The Declaration is binding on all parties having any right, title or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the properties.
- C. The Members of the Association wish to amend the Declaration.
- D. Pursuant to Article XIV, Section 14.3 of the Declaration, the Declaration may be amended by an instrument signed by the Owners of at least two-thirds (2/3) of individual Lots.
- E. The Association certifies that this amendment was approved by the Owners of at least two-thirds (2/3) of individual Lots within The Greens at Gainey Ranch.

NOW, THEREFORE, the Declaration is amended as follows:

- 1. Article XV, Sections 15.1, 15.2, 15.3 and 15.4 are added to the Declaration as set forth below:

ARTICLE XV – THE GREENS AT GAINEY RANCH ENHANCEMENT FEE

Section 1. **Community Enhancement Fee.** Except as provided in Section 2 hereof, any

person or entity who purchases or otherwise becomes the Owner of a Lot/Unit having residential use classification, on or after the date that this amendment is recorded, shall pay to the Association, immediately upon becoming the Owner of the Lot/Unit, a Community Enhancement Fee in an amount equal to one-quarter percent (1/4%) of the gross purchase price or gross transfer value at the time such person or entity becomes the new Owner of the Lot/Unit.

Section 2. Subject only to the reasonable discretion of the Board, no Greens at Gainey Ranch Enhancement Fee shall be payable upon any of the following: (i) a transfer or conveyance by devise or intestate succession; (ii) a gratuitous transfer or conveyance between spouses, parent and child, siblings, or grandparent and grandchild; (iii) a transfer or conveyance to or from a corporation, partnership, limited liability company or other legal entity in which the grantor/grantee owns a controlling legal interest; (iv) a transfer or conveyance to the Association or the Master Association; (v) a transfer or conveyance pursuant to a written contract which was fully executed and signed prior to the date this Amendment is recorded.

Section 3. All amounts paid to the Association for the Greens at Gainey Ranch Enhancement Fee shall be deposited and maintained in a separate reserve account and may be expended only for capital improvements, replacements and/or upgrades to Common Areas. All of the expenditures of the Community Enhancement Fees as herein provided are hereby deemed and shall be construed to touch and concern the land which is appurtenant to the title of each and every Lot as provided in the Declaration.

Section 4. The Greens at Gainey Ranch Enhancement Fee shall be in addition to the Community Enhancement Fee imposed by the Master Association.

THE GREENS AT GAINEY RANCH HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation

By: [Signature] (Signature)
Name: John Wallitschek
ITS: President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 8th day of September, 2023, by John Wallitschek (name), the President of The Greens at Gainey Ranch Homeowners Association, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public [Signature]

My commission Expires: February 21, 2025

