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PINAL COUNTY RECORDER  
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FEE: \$ 9.00

PAGES: 4

FEE NUMBER: 2016-043963



WHEN RECORDED RETURN TO:

SaddleBrooke Homeowners Association No. 2, Inc.  
9532 East Riggs Road  
Sun Lakes, Arizona 85248  
Attn: Jack Sarsam

DO NOT REMOVE  
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the Official Document

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SADDLEBROOKE COUNTRY CLUB NO. 2

This Amendment to Declaration of Covenants, Conditions and Restrictions of SaddleBrooke Country Club No. 2 (this "Amendment") is executed on the date set forth below by SaddleBrooke Homeowners Association No. 2, Inc. and by SaddleBrooke Development Company and shall be effective as of the date recorded.

RECITALS

The Declaration of Covenants, Conditions and Restrictions of SaddleBrooke Country Club No. 2, dated August 3, 1994, was recorded in the Official Records of Pinal County, Arizona, on August 5, 1994, at Docket 2032, Page 389, *et. seq.*, as Instrument No. 127349 (as thereafter amended or supplemented, the "Declaration"). All capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Declaration.

Amendments

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The following is added to the Declaration as Section 13 of Article VII of the Declaration:

Section 13. Community Improvement Fee.

(a) In addition to the Annual Assessments and the Special Assessments provided for above, and except as otherwise provided below, upon the conveyance or transfer of title to any Lot, the new Owner (i.e. the transferee) shall pay a fee (the "Community Improvement Fee") to the Association in the amount set forth below.

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Sun Lakes, Arizona 85248  
Attn: Jack Sarsam

**AMENDMENT TO  
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**Amendments**

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The following is added to the Declaration as Section 13 of Article VII of the Declaration:

Section 13. Community Improvement Fee.

(a) In addition to the Annual Assessments and the Special Assessments provided for above, and except as otherwise provided below, upon the conveyance or transfer of title to any Lot, the new Owner (i.e. the transferee) shall pay a fee (the "Community Improvement Fee") to the Association in the amount set forth below.

The Community Improvement Fee shall be due and payable by, and shall be the personal obligation of, the transferee as the new Owner and shall be secured by the Assessment Lien on the Lot. Except as otherwise provided below, a Community Improvement Fee shall be nonrefundable and shall be due and payable upon each transfer of title to the Lot. The Community Improvement Fee shall be deposited in the Association's reserve fund and/or capital improvement fund, if any, and shall be used by the Association only for those purposes designated in the Association's policies as adopted and amended by the Board from time to time for each of such funds, respectively. The portion of each Community Improvement Fee to be deposited in one or both funds for the calendar year shall be determined by the Board prior to the Commencement of the calendar year.

(b) Upon the effective date of this Section, the Community Improvement Fee shall be an amount equal to the Annual Assessment in effect at the time of the conveyance of the Lot at issue. For each calendar year thereafter, the Board, in its sole discretion, may change the Community Improvement Fee to an amount that is equal to or less than the then applicable Annual Assessment, but under no circumstances may the Board increase the Community Improvement Fee to an amount higher than the Annual Assessment that is then in effect without the affirmative vote of a majority of the votes cast in person or by proxy at an annual meeting of the Members of Association or at a special meeting called for that purpose after proper notice to the Members.

(c) No Community Improvement Fee shall be due with respect to (i) the transfer or conveyance of a Lot by gift, devise or intestate succession, (ii) the transfer or conveyance of a Lot by an Owner to the Owner's spouse, siblings, parents or issue or to a trust for the sole benefit of such Owner or such Owner's spouse, siblings, parents or issue, (iii) any other transfer or conveyance for nominal or de minimis consideration, or (iv) the purchase of a Lot by the former Owner of another Lot within one (1) year after the conveyance of such other Lot; provided, however, that in any case under this subsection (c), if the Board determines, in its reasonable discretion, that a material purpose of the transfer, conveyance or transaction structure was to avoid payment of the Community Improvement Fee, then upon written notice from the Association to the transferee, a Community Improvement Fee shall be due and payable with respect to such transfer or conveyance.

(d) If (i) the Owner of a Lot purchases another Lot, and (ii) pays the Community Improvement Fee in connection with the purchase of such other Lot, and (iii) that Owner sells either one of such Lots within one (1) year of the closing of the purchase, and (iv) a Community Improvement Fee is paid by the transferee in connection with such sale, then the Community Improvement Fee paid by the Owner referred to in clause (i) above shall be returned to that Owner without interest within thirty (30) days after the Association receives written demand and proof of the recorded conveyance reasonably satisfactory to the Association. If that Owner fails to transfer one of the two Lots within that one-year period, the Association shall

retain the Community Improvement Fee and the Owner shall be deemed to have waived all rights thereto.

(e) Notwithstanding anything to the contrary contained in this Section 13, the Community Improvement Fee shall not apply to any of the following:

(i) any sale by Declarant (or its successor as Declarant), its affiliate or Trustee (or its successor as Trustee);

(ii) any sale of Exempt Property; or

(iii) the first sale (i.e. closing) of any Lot after the Lot is improved with a house for the first time.

2. By its execution below, the Association hereby certifies that this Amendment was approved in writing by the Owners of a majority of the Lots in accordance with Article XIII, Section 2, of the Declaration. Based on such certification, Declarant hereby approves this Amendment as well.

3. Except as modified or amended by this Amendment, all terms and provisions of the Declaration shall remain in full force and effect. In the extent of any inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Declaration, the terms and provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, SaddleBrooke Homeowners Association No. 2, Inc. and SaddleBrooke Development Company have executed this Amendment this 21<sup>st</sup> day of

June, 2016.

SADDLEBROOKE HOMEOWNERS  
ASSOCIATION NO. 2, INC.,  
an Arizona nonprofit corporation

By William F. Einsle  
Its President

SADDLEBROOKE HOMEOWNERS  
ASSOCIATION NO. 2, INC.,  
an Arizona nonprofit corporation

By R.A.  
Its Secretary

SADDLEBROOKE DEVELOPMENT  
COMPANY, an Arizona corporation

By Steve Soriano  
Its VP

STATE OF ARIZONA )

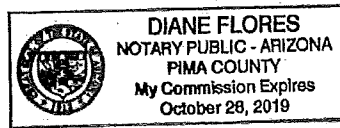
County of Pima ) ss.  
 )

The foregoing instrument was acknowledged before me, the undersigned notary public, this 21<sup>ST</sup> day of June, 2016, by William F. Eneaker, the President of SaddleBrooke Homeowners Association No. 2, Inc., an Arizona nonprofit corporation, on behalf of the corporation for the purposes therein contained.

Diane Flores  
Notary Public

My Commission Expires:

October 28, 2019



STATE OF ARIZONA )

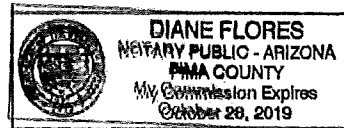
County of Pima ) ss.  
 )

The foregoing instrument was acknowledged before me, the undersigned notary public, this 21<sup>ST</sup> day of June, 2016, by Tim Fudge, the Secretary of SaddleBrooke Homeowners Association No. 2, Inc., an Arizona nonprofit corporation, on behalf of the corporation for the purposes therein contained.

Diane Flores  
Notary Public

My Commission Expires:

October 28, 2019



STATE OF ARIZONA )

County of \_\_\_\_\_ ) ss.  
 )

The foregoing instrument was acknowledged before me, the undersigned notary public, this 29<sup>th</sup> day of June, 2016, by Steven Soereno, the \_\_\_\_\_ of SaddleBrooke Development Company, an Arizona corporation, for the purposes therein contained on behalf of the corporation.

Debbie Singer  
Notary Public

My Commission Expires:

12-14-19

